



PATRICIA S. PLOEHN, LCSW  
Director

County of Los Angeles  
DEPARTMENT OF CHILDREN AND FAMILY SERVICES

425 Shatto Place, Los Angeles, California 90020  
(213) 351-5602

December 2, 2008

The Honorable Board of Supervisors  
County of Los Angeles  
383 Kenneth Hahn Hall of Administration  
500 West Temple Street  
Los Angeles, California 90012

Dear Supervisors:

Board of Supervisors  
GLORIA MOLINA  
First District  
MARK RIDLEY-THOMAS  
Second District  
ZEV YAROSLAVSKY  
Third District  
DON KNABE  
Fourth District  
MICHAEL D. ANTONOVICH  
Fifth District

**REQUEST TO APPROVE  
TRANSITIONAL HOUSING PLACEMENT PROGRAM MASTER CONTRACT  
AND  
TRANSITIONAL HOUSING PROGRAM FOR EMANCIPATED FOSTER/PROBATION  
YOUTH SERVICES MASTER CONTRACT  
(ALL SUPERVISORIAL DISTRICTS) (4 VOTES)**

**SUBJECT**

This is to request your Board's approval to authorize the Director of the Department of Children and Family Services (DCFS) to execute three (3) Transitional Housing Placement Program (THPP) Contracts, and to authorize the Director of DCFS and the Chief Probation Officer (CPO) of the Probation Department (Probation) to execute fourteen (14) Transitional Housing Program for Emancipated Foster/Probation Youth Services (THP-Plus) Contracts with various organizations to provide transitional housing services beginning January 1, 2009, or date of execution, whichever is later, through December 31, 2009, with an option to extend for up to two (2) additional one-year renewal periods through December 31, 2011, and an additional six month extension, if necessary to complete a solicitation or negotiation of a new contract, at a combined maximum total cost of \$19,886,755.

**JOINT RECOMMENDATION WITH THE CHIEF PROBATION OFFICER OF  
PROBATION DEPARTMENT THAT YOUR BOARD:**

1. Approve the attached THPP Master Contract for the provision of THPP services to foster youth aged 16 - 18 currently in the child welfare system and delegate authority to the Director of DCFS, or designee, to execute contracts in substantially similar form to Attachment I with the following organizations: First Steps for Youth,

*"To Enrich Lives Through Effective and Caring Service"*

Hope Opportunity Motivation and Education, Inc., and Renaissance Unlimited Homes, Inc. DCFS will ensure that these organizations have current insurance coverage prior to contract execution. The term of the THPP contract is effective January 1, 2009 or date of execution by the Director of DCFS, whichever is later, through December 31, 2009, with the option to extend for two (2) additional one (1) year periods and for a period not to exceed six (6) additional months by written notification beyond the then current expiration date, if such additional time is necessary to complete a solicitation or negotiation of a new contract, contingent upon: (a) the availability of funding; (b) when it is in the County's best interest; and (c) upon approval by the Chief Executive Office (CEO) and instruct DCFS to notify your Board and the CEO in writing within ten (10) workdays of execution of the THPP contracts and the written notifications. Sufficient funding is included in DCFS FY 2008-09 Assistance Budget. The estimated annual placement costs for the THPP program for January 1, 2009 through December 31, 2009 is \$3,115,800, and for the two one-year options and six-month extension totals an estimated \$10,905,300 and will be paid through Aid to Families with Dependent Children - Foster Care (AFDC-FC) under Title IV-E Waiver which is 36% Federal, 33% State, and 31% net County costs (NCC).

2. Approve the attached THP-Plus Master Contract for the provision of THP-Plus services to emancipated foster/probation youth aged 18 through the day before their 24<sup>th</sup> birthday, who emancipated from the child welfare system, and delegate authority to the Director of DCFS, or designee, and the CPO, or designee, to execute contracts in substantially similar form to Attachment II with the: (a) certified THP-Plus organizations listed on Attachment III, and (b) pre-certified THP-Plus organizations listed in Attachment IV. DCFS will ensure that these organizations have current insurance coverage, and that the pre-certified organizations become certified with approved housing prior to contract execution by the Director of DCFS and the CPO, or their designees, effective January 1, 2009 or date of execution, whichever is later, through December 31, 2009, with the option to extend for two (2) additional one (1) year period and for a period not to exceed six (6) additional months by written notification to the THP-Plus providers, beyond the then current expiration date, if such additional time is necessary to complete a solicitation or negotiation of a new contract, contingent upon: (a) the availability of funding; (b) when it is in the County's best interest; and (c) upon approval by the CEO; and instruct DCFS to notify your Board and the CEO, in writing, within ten (10) workdays of execution of the THP-Plus contracts and the written notifications. The estimated annual costs for the THP-Plus program for January 1, 2009 through December 31, 2009 is \$2,566,130, and for the two one-year options and six-month extension totals an estimated \$8,981,455 and will be financed 100% by the Contractors or using State funding if available. There will be no impact on NCC.

3. Approve the attached Request for Appropriation Adjustment (Attachment V) to increase Services and Supplies and State revenue in the Administration Budget by \$525,000; and delegate authority to the Chief Executive Officer (CEO) to execute the adjustment upon final notification from the State that funding is available. This adjustment will provide the funding to reimburse Contractors for THP-Plus services when State funding become available.
4. Delegate authority to the Director of DCFS, or designee, to execute future THPP Contracts with qualified THPP organizations that have completed this or a similar Request for Statement of Qualifications (RFSQ) process either through a RFSQ supplemental submission period or a negotiated contract solicitation process, throughout the term of this THPP Master Contract, after County Counsel and CEO approval; and instruct DCFS to notify your Board and the CEO, in writing, within ten (10) workdays of execution of the Contracts.
5. Delegate authority to the Director of DCFS, or designee, and the CPO, or designee, to execute future THP-Plus Contracts with qualified THP-Plus organizations that have completed this or a similar RFSQ process either through a RFSQ supplemental submission period, or a negotiated contract solicitation process as long as permitted under Federal, State and County laws and policy, throughout the term of this THP-Plus Master Contract, after County Counsel and CEO approval; and instruct DCFS to notify your Board and the CEO, in writing, within ten (10) workdays of execution of the Contracts.
6. Delegate authority to the Director of DCFS, or designee, and the CPO, or his designee, to execute THPP/THP-Plus Contract amendments, after Chief Executive Office (CEO) and County Counsel approval, in the event there is a change in the THPP or THP-Plus rate of reimbursement and instruct DCFS to notify your Board and the CEO in writing within ten (10) workdays of executing the amendments.
7. Delegate authority to the Director of DCFS, or designee, and the CPO, or designee, to execute amendments to increase/decrease the Maximum Contract Sums by no more than 10% annually and in the aggregate to accommodate an increase/decrease in the number of THPP/THP-Plus participants to be served after CEO and County Counsel approval provided sufficient funding is available; and instruct the Director of DCFS to notify your Board and the CEO in writing within ten workdays of executing the amendments.
8. Delegate authority to the Director of DCFS, or designee, to terminate THPP Contracts for Contractor's Default or Convenience, in instances when a Contractor no longer has a California Department of Social Services (CDSS) Community Care Licensing Division (CCLD) THPP facility license, and/or termination of the AFDC-FC

Rate issued by DCFS, after CEO approval, and instruct DCFS to notify your Board and CEO, in writing, within ten (10) workdays of termination.

9. Delegate authority to the Director of DCFS, or designee, and the CPO, or designee, to execute THPP/THP-Plus amendments to incorporate additions or changes to the THPP/THP-Plus Statement of Work, as mandated by Federal, State, County, or Municipal laws, regulations, or court orders.

### **PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

#### **THPP**

DCFS does not have an existing contract to provide THPP services, however, State laws allow for the placement of THPP participants with approved California Department of Social Services (CDSS) THPP providers. Without approval of the recommended actions, the THPP program services will operate without the benefit of a THPP Master Contract, and may compromise the County's ability to provide a safe, protective environment to children under its supervision. A THPP Master Contract will enable DCFS to implement independent living opportunities for youth ages 16 through 18 that are currently living in a foster care placement. THPP will ease the transition from dependence to self-sufficiency through supervised transitional living housing and support services. THPP eligible foster youth will have the opportunity to live in a furnished unit, with supervision and support services such as: educational and transportation assistance, employment assistance and goal setting, life and socialization skills, health and safety training, housekeeping and nutritional food preparation training, food, clothing and personal care allowances, money management and budget training, and affordable housing.

#### **THP-PLUS**

The current THP-Plus contracts expire December 31, 2008.

The recommended actions will enable the County to continue an existing program designed to assist emancipated youth with or without children as they move from dependency to self-sufficiency by providing housing and supportive services. These services are for emancipated Foster/Probation Youth from the ages of 18 through the day before their 24<sup>th</sup> birthday. County does not have the capacity to provide these services. County must, therefore, rely on available community resources for THP-Plus housing to ensure the safety and quality of care required by these emancipated youth.

Without approval of the recommended actions, many County emancipated foster youth with or without children will not make a successful transition to adulthood. For emancipated youth with children, THP-Plus will also assist in keeping their family together thereby ensuring their children do not enter the foster care system.

### Implementation of Los Angeles County's Strategic Plan Goals

The recommended actions are consistent with the principles of the Countywide Strategic Plan (CSP) Goal #2 - Workforce Excellence of the County Strategic Plan to enhance the quality and productivity of the County workforce, CSP Goal #3 - Organizational Effectiveness to ensure that service delivery systems are efficient, effective and goal oriented, by authorizing DCFS and Probation to: (a) execute THP-Plus Contracts (b) process certain amendments regarding acquisitions, mergers, and other changes of ownership, (c) exercise the renewal options to extend the existing Contracts by written notifications, (d) terminate Contracts for Contractor's Default or Convenience, and CSP Goal #5 - Children and Families Well-Being. The recommended actions will ensure availability of housing resources capable of providing a higher level of care for children that are under foster care, and emancipated foster/probation youth, which will result in meeting the youth's social and emotional well-being, while residing in a safe environment.

### **FISCAL IMPACT/FINANCING**

#### THPP

The estimated annual cost for the THPP contracts from January 1, 2009 through December 31, 2009, and for each optional renewal year is \$3,115,800. THPP is financed by redirected Aid to Families with Dependent Children/Foster Care (AFDC/FC) funds under Title IV-E Waiver which is 36% Federal (\$1,121,688), 33% State (\$1,028,214), and 31% NCC (\$965,898). If the two (2) one-year renewal options are exercised, and a six-month extension, if needed to complete a contract solicitation or negotiation the total estimated placement cost for the THPP Contracts for the three (3) and a half year period is \$10,905,300. The total fiscal year (FY) 2008-09 cost of the THPP Contracts is included in the FY 2008-09 Adopted Budget and the FY 2009-10 cost will be in the Department's FY 2009-10 Budget Request. The funding for FY 2008-09 will serve 75 participants at a rate of \$3,462 per participant per month.

#### THP-Plus

The estimated annual cost for the THP-Plus contracts will not exceed \$2,566,130. The cost of the THP-Plus contracts will be 100% State funded. This allocation will serve 97 participants per year at a rate of \$2,200 per participant per month. There will be no impact on NCC. The total fiscal year (FY) 2008-09 cost of the THP-Plus Contracts is included in the FY 2008-09 Adopted Budget and the FY 2009-10 cost will be in the Department's FY 2009-10 Budget Request. Should the State funding be curtailed, the Contractor may continue the THP-Plus services to the participants in the program at their own expense.

## **FACTS AND PROVISIONS/LEGAL REQUIREMENTS**

### THPP

Since May 21, 1996, the County has contracted with up to twenty-one licensed THPP providers. The first THPP Contracts with four (4) providers approved on May 21, 1996, expired May 31, 1999. The second THPP Contracts with twenty one providers, whose numbers had dropped to ten by 2001, were approved on July 15, 1997 and expired on December 31, 2001. Nevertheless, State laws allow for CDSS approved THPP Providers to continue to provide services to the County on a month-to-month basis until the new contract is approved for this program. Approval of a new contract will provide the County with increased Contractor accountability through various reports such as; monthly participant surveys, monthly allowance log and employee schedules; quarterly participant reports; and annual license and annual THPP report. In addition, special reports regarding Employee/Volunteer Decertification, Special Incident Reports, Termination Report, and Special Progress Reports will also be submitted.

### THP-Plus

In 2001, the California Legislature passed AB 427 (Chapter 125, Statutes of 2001) creating THP-Plus. However, counties had to participate in the Supportive Transitional Emancipation Program (STEP) in order to participate in THP-Plus. No county opted to participate, because STEP was an open-ended entitlement program and would have been costly to counties. AB 1119 delinked THP-Plus from STEP enabling counties to implement THP-Plus without participating in STEP.

Effective May 15, 2007 through June 30, 2008, the County contracted with St. Anne's Maternity Home and The Richstone Family Center, Inc. to provide THP-Plus services. DCFS exercised the Board delegated authority to extend the contracts for six (6) months beyond June 30, 2008, by written notification, to St. Anne's Maternity Home and The Richstone Family Center, Inc., until December 31, 2008, to complete the THP-Plus solicitation process.

The THP-Plus Master Contract includes performance outcome summaries, which align with DCFS' goals for Emancipated Foster/Probation Youth of improved safety, improved permanence, and reduced reliance on out-of-home care.

Throughout the contract term, the Providers' performance under the Contract will be evaluated. Any failure by a Provider to comply with the terms of the Contract, including any failure to meet or exceed performance measurement targets, may result in the County's termination of the whole or any part of the Contract, and/or no new referrals.

DCFS has evaluated and determined that the Living Wage program (County Code Chapter 2.201) does not apply to the recommended Contracts.

The Contracts are in compliance with all Board and CEO requirements. County Counsel and the CEO have reviewed this Board Letter. The attached Contracts have been approved as to form by County Counsel.

This Board letter does not comply with your Board's policy regarding timely filing due to the THPP/THP-Plus solicitation process taking longer than anticipated.

### **CONTRACTING PROCESS**

A THPP and THP-Plus Services RFSQ was released on April 16, 2008. Thirty-three prospective Transitional Housing service providers throughout the County expressed interest with DCFS and were mailed notification letters announcing the release of the RFSQ for THPP/THP-Plus services. In addition, e-mail notices were also sent to Transitional Housing providers registered on the County WebVen. The RFSQ was posted on the County's website under three (3) commodity codes: Code 95291 Transitional Domicile Services; Code 95292 Transitional Living Services, and Code 95295 Youth Care Services, and DCFS' website on April 16, 2008, informing current and prospective contractors registered under these specific commodity codes. Newspaper advertisements for the release of the RFSQ were also published in the Los Angeles Times, LA Watts Times, HOY, and Chinese Daily News with one (1) initial ad and two (2) reference ads.

A Prospective Contractor's Conference was held on May 1, 2008, and 67 people attended the conference. Question and Answer documents from the conference, and two (2) addenda were mailed to prospective Contractors, and posted on DCFS' and the County's respective websites.

Twenty-four Prospective THPP/THP-Plus Providers submitted Statements of Qualification (SOQ) by June 19, 2008. Of the twenty-four SOQ submissions received, five (5) SOQs were for both THPP and THP-Plus, three (3) SOQs were submitted for THPP only, and 16 SOQs were for THP-Plus only.

The THPP/THP-Plus RFSQ allows two (2) additional subsequent submission periods for additional providers, based upon the needs of the County.

### **IMPACT ON CURRENT SERVICES**

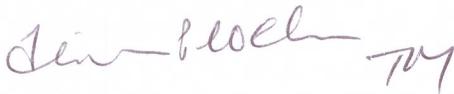
Approval of the THP-Plus Master Contract will ensure uninterrupted THP-Plus services to eligible foster and emancipated foster/probation youth. Approval of the THPP and THP-Plus Master Contracts will ensure the County's ability to provide a safe protective environment to children and youth while helping youth achieve self-sufficiency.

**CONCLUSION**

Upon approval by the Board of Supervisors, it is requested that the Executive Officer/Clerk of the Board to send an adopted stamped copy of the Board Letter and attachments to:

1. Department of Children and Family Services,  
Contracts Administration  
Attention: Walter Chan, Manager  
425 Shatto Place, Room 400  
Los Angeles, California 90020.
2. Probation Department  
Contracts & Grants Management Division  
Attn: Yolanda Young  
9150 E. Imperial Highway  
Downey, California 90242
3. Office of the County Counsel  
Attention: Kathy Bramwell, Principal County Counsel  
648 Kenneth Hahn Hall of Administration  
500 West Temple Street  
Los Angeles, California 90012

Respectfully submitted,



PATRICIA S. PLOEHN, LCSW  
Director



ROBERT B. TAYLOR  
Chief Probation Officer

PSP:TM:WC:  
RML:cc

Attachments (5)

c: Chief Executive Office  
County Counsel

**COUNTY OF LOS ANGELES**  
**DEPARTMENT OF CHILDREN AND FAMILY SERVICES**  
**MASTER CONTRACT**  
**FOR**  
**TRANSITIONAL HOUSING PLACEMENT PROGRAM (THPP)**



AND

**AGENCY'S NAME**

Department of Children and Family Services (DCFS)  
Contracts Administration  
425 Shatto Place, Room 400  
Los Angeles, California 90020

JANUARY 1, 2009

COUNTY OF LOS ANGELES  
DEPARTMENT OF CHILDREN AND FAMILY SERVICES  
TRANSITIONAL HOUSING PLACEMENT PROGRAM (THPP) SERVICES CONTRACT

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**EXHIBIT A: STATEMENT OF WORK**  
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**EXHIBIT B-2: LINE ITEM BUDGET**  
**EXHIBIT C: THPP PROGRAM STATEMENT**  
**EXHIBIT D: ATTACHMENTS**

- Attachment A      CONTRACTOR’S Equal Employment Opportunity (EEO) Certification
- Attachment B      Community Business Enterprise Form (CBE)
- Attachment C-1    CONTRACTOR Acknowledgement and Confidentiality Agreement
- Attachment C-2    CONTRACTOR’S Employee Acknowledgement and Confidentiality Agreement
- Attachment D      CONTRACTOR’S Non-Employee Acknowledgment and Confidentiality Agreement
- Attachment E      Auditor-Controller Contract Accounting and Administration Handbook
- Attachment F      Internal Revenue Notice 1015
- Attachment G      Jury Service Program Certification and Los Angeles County Code 2.203 (Jury Service Program)
- Attachment H      Safely Surrendered Baby Law Fact Sheet
- Attachment I      CONTRACTOR’S Administration
- Attachment J      COUNTY’S Administration
- Attachment K      Charitable Contributions Certification
- Attachment L      User Complaint Report (UCR)
- Attachment M      CONTRACTOR’S Obligation Under the Health Insurance Portability and Accountability Act (HIPAA)
- Attachment N      Payment Resolution Notification
- Attachment O      DCFS/Probation Transitional Housing Placement Program Contract Investigation/Monitoring/Audit Remedies and Procedures

**EXHIBIT E: SEMI-ANNUAL REVENUE AND EXPENDITURE REPORT**

**EXHIBIT F: CDSS COMMUNITY CARE LICENSING DIVISION (CCLD) LICENSE**

**EXHIBIT G: SERVICE DELIVERY SITES**

Contract Number: \_\_\_\_\_

**COUNTY OF LOS ANGELES  
TRANSITIONAL HOUSING PLACEMENT PROGRAM (THPP) SERVICES**

Transitional Housing Placement Program (THPP) (hereinafter referred to as "Contract").

This Contract is made and entered into this \_\_\_\_ day of \_\_\_\_\_ 200\_, by and between

County of Los Angeles  
hereinafter referred to as  
"COUNTY"

and

CONTRACTOR'S NAME  
hereinafter referred to as  
"CONTRACTOR".

**RECITALS**

WHEREAS, pursuant to Government Code Sections 26227, 31000 and 53703, COUNTY is permitted to contract for services, and

WHEREAS, the COUNTY desires to provide Transitional Housing Placement Program Services; and

WHEREAS, COUNTY has determined that the services to be provided under this Contract are critical to the well-being of children in the care of the Los Angeles County Department of Children and Family Services and the Probation Department who are preparing for emancipation; and

WHEREAS, pursuant to the provisions of Welfare and Institutions Code (WIC) Section 11403.2 (a), (Federal Independent Living Program regulations and related State laws), the California Department of Social Services (CDSS) is designated to administer a statewide system of establishing a Transitional Housing Placement Program (THPP) in each county, including Los Angeles County; and

WHEREAS, the purpose of the THPP is to provide independent living opportunities for eligible participants to practice life skills in a safe environment to ease the transition from dependence to self-sufficiency through supervised housing and supportive services; and

WHEREAS, CONTRACTOR warrants that it possesses the competence, expertise and personnel necessary to provide such services,

NOW THEREFORE, in consideration of the mutual promises, covenants and conditions set forth herein, the parties hereto do agree as follows:

## **PART I: UNIQUE TERMS AND CONDITIONS**

### **1.0 APPLICABLE DOCUMENTS AND DEFINED TERMS**

- 1.1 This Contract and the Exhibits hereto, constitute the complete and exclusive statement of understanding between the parties, which supersedes all previous Contracts, written or oral, and all other communications between the parties relating to the subject matter of this Contract. No change to this Contract shall be valid unless prepared pursuant to Part II, Section 7.0, CHANGES AND AMENDMENTS and signed by both parties.
- 1.2 Exhibits A to G, and Exhibit D attachments A, B, C-1, C-2, D, E, F, G, H, I, J, K, L, M, N and O, set forth below, are attached to and incorporated by reference in this Contract.
- 1.3 The headings, page numbers, sections, and sub-section numbers contained in this Contract are for convenience and reference only and are not intended to define the scope of any provision herein.
- 1.4 In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, schedule, contents or description of any task, deliverable, product, service, or other work between this Contract, Statement of Work, and Exhibits, or among Exhibits, said conflict or inconsistency shall be resolved by giving precedence first to the Contract, Statement of Work, Exhibits, and Attachments according to the following priority:

Exhibit A	Statement of Work
Exhibit B-1	Pricing Schedule
Exhibit B-2	Line Item Budget
Exhibit C	THPP Program Statement
Exhibit D	Attachments:
Attachment A	CONTRACTOR'S Equal Employment Opportunity (EEO) Certification
Attachment B	Community Business Enterprise Form (CBE)
Attachment C-1	CONTRACTOR Acknowledgement and Confidentiality Agreement
Attachment C-2	CONTRACTOR'S Employee Acknowledgment and Confidentiality Agreement
Attachment D	CONTRACTOR'S Non-Employee Acknowledgment and Confidentiality Agreement
Attachment E	Auditor-Controller Contract Accounting and Administration Handbook
Attachment F	Internal Revenue Notice 1015

Attachment G	Jury Service Program Certification and Los Angeles County Code 2.203 (Jury Service Program)
Attachment H	Safely Surrendered Baby Law Fact Sheet
Attachment I	CONTRACTOR'S Administration
Attachment J	COUNTY'S Administration
Attachment K	Charitable Contributions Certification
Attachment L	User Complaint Report (UCR)
Attachment M	CONTRACTOR'S Obligation Under the Health Insurance Portability and Accountability Act (HIPAA)
Attachment N	Payment Resolution Notification
Attachment O	DCFS/Probation Transitional Housing Placement Program Contract Investigation/Monitoring/Audit Remedies and Procedures
Exhibit E	Semi-Annual Revenue and Expenditure Report
Exhibit F	CDSS Community Care Licensing Division (CCLD) License
Exhibit G	Service Delivery Sites

1.5 The following words as used herein shall be construed to have the following meaning, unless otherwise apparent from the context in which they are used:

1.5.1 **Abuse** - means a situation in which a child suffers from any one or more of the following:

- (1) Serious physical injury inflicted upon the child by other than accidental means.
- (2) Harm by reason of intentional neglect or malnutrition or sexual abuse.
- (3) Going without necessary and basic physical care.
- (4) Willful mental injury, negligent treatment, or maltreatment of a child under the age of 18 by a person who is responsible for the child's welfare under circumstances which indicate that the child's health or welfare is harmed or threatened thereby, as determined in accordance with regulations prescribed by the Director of Social Services.
- (5) Any condition which results in the violation of the rights or physical, mental, or moral welfare of a child or jeopardizes the child's present or future health, opportunity for normal development or capacity for independence.

1.5.2 **Agency** - means a licensee who has been COUNTY-certified as a THPP provider.

- 1.5.3 **Agency Amount** - means the portion of the THPP rate for the proper and efficient administration of the Transitional Housing Placement Program.
- 1.5.4 **Bathroom** - means a private room with a door, located within a THPP Unit that includes a functional full-size sink, toilet and bathtub and/or shower.
- 1.5.5 **Budget** - means the agency's itemized list of expenses that describes the use of the rate amount for THPP Participants that CONTRACTOR is required to provide on the State required Budget Form in the agency's Program Statement.
- 1.5.6 **California Department of Social Services (CDSS), Community Care Licensing Division (CCLD)** - means the regulatory enforcement division within the California Department of Social Services whose mission is to promote the health, safety, and quality of life of each person in community care through the administration of an effective collaborative regulatory enforcement system.
- 1.5.7 **Case Plan/Case Plan Update** – means a written document which identifies the appropriate type of home, (i.e. foster care, group home) to meet the Participant's placement needs and the COUNTY'S plan to ensure the Participant receives his/her required services while in foster care.
- 1.5.8 **Certified Employee** – means an employee or volunteer certified by a licensed THPP CONTRACTOR to assist in providing intensive Independent Living Skills training, counseling, and supervision to foster youth, who is issued a certificate of approval by the CONTRACTOR as meeting all requirements and regulations as defined herein. Certification by the CONTRACTOR authorizes the qualified employee/volunteer to have direct contact with THPP Participants when performing such activities as providing direct supervision, counseling, support, and services to THPP Participant to meet the goals of each Participant's Transitional Independent Living Plan (TILP).
- 1.5.9 **Children's Health and Disability Prevention (CHDP) Program** -means a plan that provides immunizations and health screenings. CHDP services are limited to physical examinations, lab tests and immunizations. The program does not provide follow up treatment to conditions found in the examination, nor does it provide dental or vision services.

- 1.5.10 **Children’s Social Worker (CSW) or Deputy Probation Officer (DPO)** - means COUNTY employees that are responsible for the THPP Participant’s case plan, case plan updates, TILP and various other responsibilities regarding the THPP Participant’s care and well-being.
- 1.5.11 **Contract** – means an agreement executed between COUNTY and CONTRACTOR. It sets forth the terms and conditions for the issuance and performance of Exhibit A, Statement of Work.
- 1.5.12 **CONTRACTOR** – means the sole proprietor, partnership, or corporation that has entered into a contract with the COUNTY to perform or execute the work covered by Exhibit A, Statement of Work.
- 1.5.13 **CONTRACTOR Program Director** – means the individual designated by CONTRACTOR who is responsible for managing all phases of the CONTRACTOR’s operations and interfacing with the COUNTY Program Manager relating to this Contract.
- 1.5.14 **Corrective Action Plan** - means a plan developed by the COUNTY Program Manager to meet deficiencies in the CONTRACTOR’s THPP program identified by the COUNTY Program Manager.
- 1.5.15 **COUNTY** – means the Department of Children and Family Services and the Probation Department on behalf of the County of Los Angeles and its Board of Supervisors.
- 1.5.16 **COUNTY Certificate of Approval** - means a document issued by the COUNTY Program Manager that indicates approval and authorization of an Agency’s Transitional Housing Placement Program.
- 1.5.17 **COUNTY’S Program Manager (CPM)** – means COUNTY representative responsible for daily management of contract operation and the oversight of monitoring activities, compliance with the requirements of the Contract, and the delivery of services.
- 1.5.18 **Day or Days** – means whether singular or plural, whether with initial letter capitalized or not, shall mean calendar days, and not business or workday, unless otherwise specifically stated.
- 1.5.19 **Decertified Employee** - means an employee or volunteer of the CONTRACTOR whose authorization to work directly with THPP

Participants has been revoked by either the CONTRACTOR or COUNTY Program Manager. Decertified employees or volunteers are prohibited from having any further contact whatsoever with THPP Participants.

- 1.5.20 **DCFS** - means COUNTY'S Department of Children and Family Services.
- 1.5.21 **Direct Care Staff** – means a CONTRACTOR's Certified employees that provide care, training, supervision, tutoring, or any other task or service that involves dealing directly with THPP Participants individually or as a group. CONTRACTOR's Direct Care Staff shall not take the place of required Social Work staff nor shall Direct Care Staff be solely responsible for the duties/responsibilities required of Social Work staff including but not limited to working directly with COUNTY CSW/DPO.
- 1.5.22 **Director** - means COUNTY'S Director of Children and Family Services or his or her authorized designee.
- 1.5.23 **Facility** – means all components of the THPP facility including administrative functions and the operation of the THPP unit.
- 1.5.24 **Fiscal Year(s)** - means the twelve (12) month period beginning July 1<sup>st</sup> and ending the following June 30<sup>th</sup>.
- 1.5.25 **Good Standing** - means a provider shall not have a pattern of egregious deficiencies which may have resulted in corrective action or other administrative actions by the County or Community Care Licensing, and no substantiated allegations of abuse or neglect.
- 1.5.26 **Health and Education Passport Binder (HEP)** – means a binder that contains a summary of the THPP Participant's medical, psychological, and educational information. The Binder is divided into four sections: 1) Placement Documents (Yellow Index) – Contains the Foster THPP Participant's Needs and Case Plan Summary (DCFS 709) and Rights of Child in Out-of-Home Placement (DCFS 5650); 2) Medical and Dental Documents (Green Index) – Contains the CHDP Documentation Checklist (DCFS 39), Parental Consent and Authorization for Medical Care (DCFS 179), Health Care Card (DCFS 560), Medical Examination Form (DCFS 561(a)), Dental Examination Form (DCFS 561(b)), Psychological/Other Examination Form (DCFS 561(c)), Authorization for General Medical Care for a child placed by an order of the Juvenile Court (DCFS 4158),

Child Health and Disability Prevention (CHDP) Brochure, Health and Education Passport (HEP), Medi-Cal Card, Psychotropic Medication Authorization Form, 3) Educational Documents (Blue Index) – Contains the Notification to School of Child's Placement Status (DCFS 1399), Individual Education Plan (IEP), and Report Card; and 4) Enhancement and Other Documents (to be filed behind the Educational Tab) – May contain photos (siblings, family, friends events, etc.) and Awards/Honors (schools, sports, etc) and any other documents not listed that the caregiver wishes to file in the Binder. The Binder should also include the CSW's business card. The HEP Binder for probation Participants is similar.

- 1.5.27 **Independent Living Program (ILP)** – means the program authorized under Title 42, Section 677(a)(1) of the U.S.Code (Social Security Act), for services and activities to assist children age 16 or older who are either a dependent (Welfare and Institutions Code Section 300) or a ward (Welfare and Institutions Code Sections 601 and 602) of the court to make the transition to independent living.
- 1.5.28 **Licensee** – means the entity licensed by CDSS CCLD that has the authority and responsibility for the operation of the THPP facility for dependent foster/probation children pursuant to Welfare and Institutions Code Section 11403.2(a)(1).
- 1.5.29 **Medical Folder** – means a folder that is part of the HEP that contains the medical information for the THPP Participant. A Medical Folder shall also be included in the THPP Participant Record Folder and updated appropriately by THPP authorized staff.
- 1.5.30 **Neglect** - means the failure to provide a person with necessary care and protection. In the case of a Participant, the term refers to the failure of the Contractor to provide the care and protection necessary for the Participant's healthy growth and development. Neglect occurs when the Participants are physically or psychologically endangered.
- 1.5.31 **One-Stop Career Center (One-Stop)** – means a publicly-funded resource for jobseekers and businesses to help individuals in their job search by providing career counselors, computers, reference material and job leads at each of their location. CONTRACTOR may locate the closest One-Stop in Los Angeles County via the Internet at: [www.laworkforce.org](http://www.laworkforce.org).

- 1.5.32 **Participant Allowance** – means the portion of the rate paid by the provider to each foster/probation Participant participating in THPP pursuant to Welfare and Institutions Code Section 11403.2(a)(1).
- 1.5.33 **Participant Replacement or Replacement of a Participant** – means a Participant is terminating from a THPP placement and the CONTRACTOR is placing another Participant into the previous Participant’s Unit. Replacement events include (1) emancipation, (2) a Participant’s death, (3) a Participant’s removal by the 7-day notice process specified in Part C, Section 2.0, WELL-BEING/EDUCATION, Sub-section 2.4, paragraph 2.4.11, subparagraph 2.4.11.3 of Exhibit A, Statement of Work, (4) “aging out” (exceeding the age limit for THPP), (5) termination of Court jurisdiction, or (6) a Participant’s leaving THPP participation for any other reason.
- 1.5.34 **Program** - means the work to be performed by CONTRACTOR as defined in Exhibit A, Statement of Work.
- 1.5.35 **Quality Control Plan** – means a system developed by CONTRACTOR, which defines all necessary measures taken by the CONTRACTOR to assure that the quality of the CONTRACTOR’s services will meet the contract requirements regarding timelines, accuracy, appearance, completeness, consistency, and conformity as set forth in the Statement of Work.
- 1.5.36 **Remote Site Model** – means a single housing unit where the THPP participant lives independently and where licensee staff do not live in the same building as the participant.
- 1.5.37 **Rental Amount/Rent** – means the fee in return for the right to use or occupy another’s property as a THPP Unit.
- 1.5.38 **Service Planning Area (SPA)** – means one of the eight geographic regions into which the County of Los Angeles has been divided for purposes of managing the delivery of County services. The geographic boundaries of each of the eight SPAs are depicted on the map that is included in as Exhibit A, Attachment A-I.
- 1.5.39 **Subcontract** - means a contract by which a third party agrees to provide services or materials necessary to fulfill an original contract.
- 1.5.40 **THPP**– means Transitional Housing Placement Program.

- 1.5.41 **Transitional Housing Placement Program (THPP)** – means a community care facility licensed by the CDSS CCLD, and includes all components of the program that provides supervised housing and supportive services for eligible dependent foster/probation youth as specified in Welfare and Institutions Code Section 11403.2(a)(1).
- 1.5.42 **THPP Participant Record Folder (TPRF)** – means a folder that contains reports, case plan, case plan updates, medical records, data, and all other information or documents required for the THPP Participant.
- 1.5.43 **Transitional Housing Placement Program (THPP) Participant** - means a foster/probation youth placed in a THPP Unit as specified in Welfare and Institutions Code Section 11403.2(a)(1); and may also be referred to as “Participant”.
- 1.5.44 **Transitional Housing Placement Program Staff Residential Unit (THPP Staff Residential Unit)** – means a location or official home where ONLY the adult employee(s) of the CONTRACTOR and their child(ren), if applicable reside(s) as specified in Health and Safety Code Sections 1559.110(d)(2) and (3).
- 1.5.45 **Transitional Housing Placement Program (THPP) Unit** – means the residence where the THPP Participant(s) resides, and may also be referred to as “Unit”.
- 1.5.46 **Transitional Independent Living Plan (TILP)** – means a written service delivery plan that identifies the Participant’s current level of functioning, emancipation goals and the specific skills needed to prepare the Participant to live independently upon leaving foster care. The plan is mutually agreed upon by the Participant and the COUNTY CSW/DPO, incorporated into the initial case plan or case plan update and subsequently updated every six months or to coincide with the status review hearing date.

## **2.0 FUNDING FOR THE CONTRACT**

- 2.1 Transitional Housing Placement Program Services is funded by Aid to Families with Dependent Children-Foster Care (AFDC-FC) under the Title IV-E Waiver. -CONTRACTOR must maintain eligibility for payment from AFDC-FC funding source.

- 2.2 Failure to maintain eligibility for payment from AFDC-FC funding sources is a material breach. (See Part II, Section 50.0 TERMINATION FOR CONTRACTOR'S DEFAULT, subparagraph 50.1.1)

### **3.0 PARTIES TO THE CONTRACT**

The parties to this Contract are the County of Los Angeles, hereinafter referred to as "COUNTY" and (Click Here - Enter Name of Contractor), hereinafter referred to as "CONTRACTOR."

### **4.0 TERM AND TERMINATION**

- 4.1 The term of this Contract shall be January 1, 2009 or date of execution, whichever is later, and shall continue through December 31, 2009, unless terminated earlier or extended, in whole or in part, as provided in this Contract.
- 4.2 The COUNTY shall have the sole option to extend the Contract term for up to two (2) additional one-year periods, for a maximum total Contract term of three (3) years not to continue past December 31, 2011. Such option and extension shall be exercised at the discretion of the Director of DCFS and Chief Probation Officer, by written notice to the CONTRACTOR, provided that approval of County's Chief Executive Officer (CEO) is obtained prior to any such extension.
- 4.3 COUNTY will issue a written start work notice to CONTRACTOR indicating when services under this Contract can begin. CONTRACTOR shall not begin any services under this Contract without such written start work notice from the COUNTY. COUNTY has the right to issue a written stop work order whenever the COUNTY deems that it is in its best interest to do so, and CONTRACTOR shall stop work immediately upon receipt of such written stop work notice.
- 4.4 CONTRACTOR shall notify COUNTY when this Contract is within six (6) months from the expiration of the term as provided for hereinabove. Upon occurrence of this event, CONTRACTOR shall send written notification to the COUNTY's Program Manager at the address herein provided in Attachment J, County's Administration.
- 4.5 The term of this Contract may also be extended by the Director of DCFS by written notice to the CONTRACTOR prior to the expiration of the contract term, after CEO approval, for a period not to exceed six (6) months beyond December 31, 2011, if such additional time is necessary to complete the negotiation or solicitation of a new contract.

## 5.0 CONTRACT SUM

- 5.1 COUNTY and CONTRACTOR agree that in the event the Title IV-E Waiver Fund allocated to the THPP program is depleted, the COUNTY is not financially liable to the CONTRACTOR for the increased rate portion of the THPP participant's placement fee. As mentioned in Part I, Section 7.0, Subsection 7.2, the rate per THPP participant consists of the base rate of \$2,100, and the increased rate of \$1,362 or a total of \$3,462 per participant as listed in Exhibit B-1.
- 5.2 COUNTY and CONTRACTOR agree that this is a firm-fixed price contract. During the term of this Contract, COUNTY shall compensate CONTRACTOR for the services set forth in Exhibit A, Statement of Work, and at the rate of compensation of \$3,462 per month as set forth in Exhibit B-1, Pricing Schedule for each DCFS/COUNTY placed THPP Participant. Payments to Contractor shall be pro-rated for partial month THPP placements.
- 5.3 CONTRACTOR shall not be entitled to payment or reimbursement for any tasks or services performed, nor for any incidental or administrative expenses whatsoever incurred in or incidental to performance hereunder, except as specified herein. Assumption or takeover of any of the CONTRACTOR'S duties, responsibilities, or obligations, or performance of same by any entity other than the CONTRACTOR, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever, shall occur only with the COUNTY'S express prior written approval.
- 5.4 CONTRACTOR shall maintain a system of record keeping that will allow CONTRACTOR to determine when seventy-five percent (75%) of each Contract years sum has been utilized. Upon occurrence of this event, CONTRACTOR shall send written notification to the COUNTY's Program Manager, at the address herein provided in Attachment J, County's Administration.
- 5.5 CONTRACTOR shall have no claim against COUNTY for payment of any money or reimbursement, of any kind whatsoever, for any service provided by CONTRACTOR after the expiration or other termination of this Contract. Should CONTRACTOR receive any such payment, CONTRACTOR shall immediately notify COUNTY and shall immediately repay all such funds to COUNTY. Payment by COUNTY for services rendered after expiration/termination of this Contract shall not constitute a waiver of COUNTY'S right to recover such payment from CONTRACTOR. This provision shall survive the expiration or other termination of this Contract.

- 5.6 CONTRACTOR has prepared and submitted to COUNTY a budget segregating direct and indirect costs for the work to be performed by CONTRACTOR under this Contract, hereinafter referred to as "Budget". The line items shall provide sufficient detail to determine the quality and quantity of services to be delivered. This Budget is attached hereto and incorporated by reference herein as Exhibit B-2, Line Item Budget. CONTRACTOR represents and warrants that the Budget is true and correct in all respects, and services shall be delivered hereunder in accordance with the Budget. In the event the Maximum Contract Sum is increased or modified pursuant to Part II, Change Notices and Amendments, hereof, CONTRACTOR shall prepare and submit an amended Budget.
- 5.7 Time is of the essence with regards to CONTRACTOR'S performance of any tasks, deliverables, goods, services, or other work, as specified in this Contract, provided, however, the foregoing shall not be construed to limit or deprive a party of the benefits of any grace or use period allowed in this Contract.

## **6.0 INSURANCE REQUIREMENTS**

### **6.1 General Insurance Requirements**

Without limiting CONTRACTOR'S indemnification of the COUNTY and during the term of this Contract, CONTRACTOR shall provide and maintain, and shall require all of its Subcontractors to maintain, the following programs of insurance specified in this Contract. Such insurance shall be primary to and not contributing with any other insurance or self-insurance programs maintained by COUNTY. Such coverage shall be provided and maintained at CONTRACTOR'S own expense.

6.1.1 Evidence of Insurance: Prior to commencing services under this Contract, certificate(s) or other evidence of coverage satisfactory to COUNTY shall be delivered to:

County of Los Angeles  
Department of Children and Family Services  
Contracts Administration  
Attention: Contract Administrator  
425 Shatto Place, Room 400  
Los Angeles, CA 90020

Such certificates or other evidence shall:

6.1.1.1 Specifically identify this Contract;

- 6.1.1.2 Clearly evidence all coverage required in this Contract;
  - 6.1.1.3 Contain the express condition that COUNTY is to be given written notice by mail at least thirty (30) Days in advance of cancellation for all policies evidenced on the certificate of insurance;
- 6.1.2 Include copies of the additional insured endorsement to the commercial general liability policy, adding the COUNTY of Los Angeles, its Special Districts, its officials, officers and employees as insured's for all activities arising from this Contract; and
- 6.1.3 Identify any deductibles or self-insured retentions for COUNTY'S approval. The COUNTY retains the right to require the CONTRACTOR to reduce or eliminate such deductibles or self-insured retentions as they apply to the COUNTY, or, require CONTRACTOR to provide a bond guaranteeing payment of all such retained losses and related costs, including, but not limited to, expenses or fees, or both, related to investigations, claims administrations, and legal defense. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.
- 6.1.4 Insurer Financial Ratings: Insurance is to be provided by an insurance company acceptable to the COUNTY with an A.M. Best rating of not less than A:VII, unless otherwise approved by COUNTY.
- 6.1.5 Failure to Maintain Coverage: Failure by the CONTRACTOR to maintain the required insurance, or to provide evidence of insurance coverage acceptable to COUNTY, shall constitute a material breach of the Contract upon which COUNTY may immediately terminate or suspend this Contract. COUNTY, at its sole option, may obtain damages from CONTRACTOR resulting from said breach. Alternatively, COUNTY may purchase such required insurance coverage, and without further notice to CONTRACTOR, the COUNTY may deduct from sums due to the CONTRACTOR any premium costs advanced by the COUNTY for such insurance.
- 6.1.6 Notification of Incidents, Claims or Suits: CONTRACTOR shall report to COUNTY:
- 6.1.6.1 Any accident or incident relating to services performed under this Contract which involves injury or property damage which may result in the filing of a claim or lawsuit

against the CONTRACTOR and/or the COUNTY. Such report shall be made in writing within 24 hours of occurrence.

6.1.6.2 Any third party claim or lawsuit filed against the CONTRACTOR arising from or related to services performed by the CONTRACTOR under this Contract.

6.1.6.3 Any injury to a CONTRACTOR employee that occurs on COUNTY property. This report shall be submitted on a COUNTY "Non-Employee Injury Report" to the COUNTY Contract Manager.

6.1.6.4 Any loss, disappearance, destruction, misuse, or theft of any kind whatsoever of COUNTY property, monies or securities entrusted to the CONTRACTOR under the terms of this Contract.

6.1.7 Compensation for COUNTY Costs: In the event that the CONTRACTOR fails to comply with any of the indemnification or insurance requirements of this Contract, and such failure to comply results in any costs to the COUNTY, the CONTRACTOR shall pay full compensation for all costs incurred by COUNTY.

6.1.8 Insurance Coverage Requirements for Subcontractors: CONTRACTOR shall ensure any and all Subcontractors performing services under this Contract meet the insurance requirements of this Contract by either:

6.1.8.1 CONTRACTOR providing evidence of insurance covering the activities of Subcontractors, or

6.1.8.2 CONTRACTOR providing evidence submitted by Subcontractors evidencing that Subcontractors maintain the required insurance coverage. COUNTY retains the right to obtain copies of evidence of Subcontractor insurance coverage at any time.

## 6.2 Insurance Coverage Requirements:

6.2.1 General Liability insurance (written on ISO policy form CG 00 01 or its equivalent) with limits of not less than the following:

General Aggregate:	\$2 million
Products/Completed Operations Aggregate:	\$1 million
Personal and Advertising Injury:	\$1 million

Each Occurrence: \$1 million

6.2.2 Automobile Liability insurance (written on ISO policy form CA 00 01 or its equivalent) with a limit of liability of not less than one million dollars (\$1,000,000) for each accident. Such insurance shall include coverage for all “owned,” “hired” and “non-owned” vehicles, or coverage for “any auto.”

6.2.3 Workers’ Compensation and Employer’s Liability insurance providing workers’ compensation benefits, as required by the Labor Code of the State of California or by any other state, and for which the CONTRACTOR is responsible. If the CONTRACTOR’S employees will be engaged in maritime employment, coverage shall provide workers’ compensation benefits as required by the U.S. Longshore and Harbor Workers’ Compensation Act, Jones Act or any other federal law for which CONTRACTOR is responsible.

In all cases, the above insurance also shall include Employers’ Liability coverage with limits of not less than the following:

Each Accident:	\$1 million
Disease – policy limit:	\$1 million
Disease – each employee:	\$1 million

6.2.4 Professional Liability: Insurance covering liability arising from any error, omission, negligent or wrongful act of the CONTRACTOR, its officers or employees with limits of not less than one million dollars (\$1,000,000) per occurrence and three million dollars (\$3,000,000) aggregate. The coverage also shall provide an extended two-year reporting period commencing upon termination or cancellation of this Contract.

## 7.0 INVOICES AND PAYMENTS

7.1 The CONTRACTOR shall maintain Foster Care Funding and Rates Bureau (FCFRB) THPP rates or, for a CONTRACTOR vendored by a Regional Center, authorization for payment with AFDC-FC funds throughout the term of the Contract. A copy of the current rate letter shall be included in the Program Statement. COUNTY shall pay CONTRACTOR for each Placed Child the monthly Transitional Housing Placement Program Rates established by the California Department of Social Services, Foster Care Funding and Rates Bureau.

7.2 The monthly rate per THPP participant is \$3,462, which consists of the base rate of \$2,100, and an increased rate of \$1,362. The base rate and the increased rate are funded by AFDC-FC, under Title IV-E Waiver. In the event that the Title IV-E Waiver Fund is depleted during a State’s

Fiscal Year, COUNTY will have the option of “rolling-back” to the THPP base rate amount of \$2,100, and the CONTRACTOR will be paid with this base rate only, on the remaining periods of that particular Fiscal Year.

- 7.3 In the event COUNTY has already paid the CONTRACTOR for the rate of \$3,462 per THPP participant, and the State fails to reimburse the COUNTY’s claim for the increased rate portion of \$1,362, CONTRACTOR shall return to COUNTY all payments made for the increased rate portion within thirty (30) days of receiving notification from the COUNTY.
- 7.4 CONTRACTOR shall complete and submit vouchers in arrears, for Services rendered in the previous month. All vouchers shall be received within five (5) Days of the last day of the previous month. Vouchers for DCFS shall be sent to:
- County of Los Angeles  
Revenue Enhancement  
Vendor Voucher Validation Unit  
P.O. Box 2969  
Covina, CA 91722-8969
- 7.5 Expenditures made by CONTRACTOR in the operation of this Contract shall be in compliance and in conformity with the Office of Management and Budget (OMB) Circular, A - 122. CONTRACTOR is responsible for obtaining the most recent version of this Circular which is available online via the Internet at <http://www.whitehouse.gov/omb/circulars/index.html>
- 7.6 THPP Placements lasting less than a full month shall be prorated. Payment shall commence the day the THPP participant is placed with CONTRACTOR and terminate the day before the THPP participant is removed. When CONTRACTOR agrees to hold a bed open for a THPP participant, CONTRACTOR shall document the CSW’S agreement to pay for the open bed in the participant’s record and shall request a written faxed confirmation from the CSW. COUNTY will not pay for an open bed for a period in excess of seven (7) Days.
- 7.7 Should CONTRACTOR, after having a THPP participant admitted to a psychiatric or medical hospital, unilaterally decide not to take the participant back, all foster payments made to CONTRACTOR to keep the space available for that THPP participant shall be returned immediately to COUNTY by CONTRACTOR, unless otherwise agreed to by COUNTY and CONTRACTOR in writing.
- 7.8 COUNTY shall mail to CONTRACTOR the amount due by the 15<sup>th</sup> of the month following the month Services were provided, except retroactive, partial, and supplemental payments to CONTRACTOR, which shall be

paid through the supplemental payment system. Questions regarding payment should be directed to the Foster Care Hotline at (800) 697-4444.

- 7.9 CONTRACTOR shall notify COUNTY, within thirty (30) Days of the receipt of any payment that is incorrect. Notification must be made by completing the Payment Resolution Notification Form (COV 71)(Exhibit D, Attachment N) and faxing it to (626) 915-1260. Interest charges may be assessed from the 30<sup>th</sup> Day following identification and written confirmation by the COUNTY of the incorrect payment, at a rate equal to COUNTY'S current Pool Rate, as determined by COUNTY'S Auditor-Controller, per day on the delinquent amount due. Interest charges shall be paid by CONTRACTOR upon demand.
- 7.10 COUNTY will resolve payment discrepancies within thirty (30) Days of receipt of the Payment Resolution Notification Form. COUNTY will provide CONTRACTOR with written notice of payment resolutions. CONTRACTOR will be required to repay any excess funds. COUNTY shall make every effort to pay CONTRACTOR any underpayment within thirty (30) Days of written notice of payment resolution to CONTRACTOR.
- 7.11 In the event that COUNTY identifies an excess payment made to CONTRACTOR during the term or within five (5) years after expiration of this contract or contract extension, COUNTY will notify CONTRACTOR of such in writing. Upon receipt of such notice, CONTRACTOR and COUNTY shall attempt to resolve the discrepancy within thirty (30) Days. Within thirty (30) Days after the date of receipt of such notice, CONTRACTOR shall return the excess payment to the COUNTY, execute an agreement to pay within another mutually agreed upon time frame, or register a notice of dispute with accompanying documentation to:
- County of Los Angeles  
Department of Children and Family Services  
Attn: Division Chief, Revenue Enhancement  
725 S. Grand Ave.  
Glendora, CA 91740
- 7.12 In the event CONTRACTOR identifies an excess payment made by the COUNTY, CONTRACTOR will notify the COUNTY and, upon written confirmation by COUNTY of excess payment amount, CONTRACTOR will return all excess payments within thirty (30) Days to the address above.
- 7.13 In the event CONTRACTOR does not return payment, or enter into an agreement for payment on a mutually agreed upon time-frame within thirty (30) Days of resolution of payment discrepancy or register a dispute within thirty (30) Days of overpayment notice, COUNTY may place CONTRACTOR on DNR Status pursuant to Part I: Unique Terms and

Conditions, Section 15.0, Hold Status, Do Not Refer Status, Do Not Use Status, Corrective Action Plan. COUNTY shall provide written notice of its intention to place CONTRACTOR on a Do Not Refer Status at least 72 hours in advance. All correspondence regarding payment errors shall be sent by either facsimile and first class mail or by electronic mail.

- 7.14 If CONTRACTOR disagrees with COUNTY action, the Division Chief, Revenue Enhancement, will provide a written response to such disagreement within thirty (30) Days of the date of receipt of the written notice of disagreement. If CONTRACTOR wishes to appeal Division Chief's decision, CONTRACTOR may appeal in writing to the Program Directors no later than thirty (30) Days from date of receipt of the DCFS Division Chief's decision. Program Directors will render a final decision in writing to CONTRACTOR within thirty (30) Days of the date of receipt of CONTRACTOR'S appeal.
- 7.15 CONTRACTOR may appeal the final decision pursuant to Part II, Section 39.0 Notice of Dispute.
- 7.16 For overpayments, CONTRACTOR shall submit payment of any amounts due to COUNTY within thirty (30) Days after the Division Chief's decision, unless CONTRACTOR appeals the decision pursuant to this section, in which case collection efforts shall be suspended until such time as there is a final resolution of the appeal.
- 7.17 With regards to overpayments, COUNTY shall be entitled to pre-judgment interest at the highest rate permitted by law. With regard to underpayments, CONTRACTOR shall be entitled to pre-judgment interest at the highest rate permitted by law.
- 7.18 The COUNTY may, at its discretion, implement an alternative payment system to replace the current voucher payment system. Any changes to the payment system will be discussed with the CONTRACTOR prior to implementation.

## **8.0 BACKGROUND AND SECURITY INVESTIGATIONS**

- 8.1 At any time prior to or during term of this Contract, the COUNTY may require that all CONTRACTOR staff performing work under this Contract undergo and pass, to the satisfaction of COUNTY, a background investigation, as a condition of beginning and continuing to work under this Contract. COUNTY shall use its discretion in determining the method of background clearance to be used, up to and including a COUNTY performed fingerprint security clearance. The fees associated with obtaining the background information shall be at the expense of the

CONTRACTOR, regardless if the CONTRACTOR'S staff passes or fails the background clearance investigation.

- 8.2 COUNTY may request that CONTRACTOR'S staff be immediately removed from working on the COUNTY Contract at any time during the term of the Contract. COUNTY will not provide to CONTRACTOR or to CONTRACTOR'S staff any information obtained through the COUNTY conducted background clearance.
- 8.3 COUNTY may immediately, at the sole discretion of the COUNTY, deny or terminate facility access to CONTRACTOR'S staff who do not pass such investigation(s) to the satisfaction of the COUNTY whose background or conduct is incompatible with COUNTY facility access.
- 8.4 Disqualification, if any, of CONTRACTOR staff, pursuant to this Sub-section shall not relieve CONTRACTOR of its obligation to complete all work in accordance with the terms and conditions of this Contract.

## **9.0 CONTRACTOR'S STAFF IDENTIFICATION**

CONTRACTOR shall provide, at CONTRACTOR'S expense, all staff providing services under this Contract with a photo identification badge.

## **10.0 CONFIDENTIALITY REQUIREMENTS FOR PLACEMENT CONTRACTS**

- 10.1 Pursuant to applicable Welfare and Institutions Code sections, including but not limited to sections 5328 through 5330, 10850 and 827, all Placed Children's records are confidential. Portions of these confidential records, pertaining to the treatment or supervision of the child, shall be shared with CONTRACTOR pursuant to the DCFS and Probation policies in effect and applicable State and federal law. The Juvenile Court has exclusive jurisdiction over juvenile records, documents and case information as well as the responsibility to maintain their confidentiality and the confidentiality of dependent children. A child under DCFS' or Probation's supervision may not be videotaped, photographed, voice recorded or interviewed, for media, research or other purposes, unless the Juvenile Court has issued an order permitting such access. Anyone requesting to review a Placed Child's case records, interview a Placed Child for research or media purposes, or photograph or videotape a Placed Child, must obtain written approval in accordance with Juvenile Court policy as described in Los Angeles Superior Court, Local Rules, Chapter 17, Juvenile Division, Dependency Proceedings, effective May 1, 1999. CONTRACTOR agrees to maintain the confidentiality of its records and conform to existing orders of the Juvenile Court and policies promulgated by State and federal laws and COUNTY policies regarding the Placed Child's confidentiality.

- 10.1.1 If CONTRACTOR'S staff qualify as members of a multi-disciplinary team, as defined in WIC Sections 830 and 18951(d), such staff may access and disclose information regarding children accordingly.
- 10.1.2 CONTRACTOR shall maintain the confidentiality of all records, including but not limited to COUNTY records and client records, in accordance with all applicable federal, State and local laws, regulations, ordinances and directives regarding confidentiality. CONTRACTOR shall inform all of its officers, employees, and agents providing Services and care hereunder of the confidentiality provisions of this Contract. All employees of CONTRACTOR who have access to confidential records and data must sign and adhere to Exhibit D, Attachment C-2, "CONTRACTOR's Employee Acknowledgment and Confidentiality Agreement".
- 10.1.3 To the extent that CONTRACTOR, or any of its employees, affiliates or Subcontractors, is a "covered entity" under the Federal Health Insurance Portability and Accountability Act (HIPAA), CONTRACTOR and COUNTY agree that CONTRACTOR, or any of its employees, affiliates or Subcontractors, may release "protected health information," as that term is defined by HIPAA, to DCFS, without a signed authorization, for the purpose of coordinating or managing the care of Placed Children.

## **11.0 USE OF FUNDS**

- 11.1 All uses of funds paid to and Expended by CONTRACTOR and other financial transactions related to CONTRACTOR'S provision of services under this Contract are subject to review and/or audit by DCFS, Probation, COUNTY'S Auditor-Controller or its designee, and the State of California. In the event this Contract is subject to audit exceptions, CONTRACTOR shall pay to COUNTY the full amount of CONTRACTOR'S liability for such audit exceptions, as determined by DCFS or Probation, upon demand by COUNTY. Upon notice by CONTRACTOR, COUNTY will, upon verification by COUNTY, reduce the audit disallowance claimed by COUNTY by the amount subject to repayment to the state for duplicated disallowed Expenditures during the time period covered by COUNTY's audit.
- 11.2 CONTRACTOR shall be organized and operated as a Federal Tax Exempt (if applicable) and non-profit corporation throughout the term of this Contract and conduct itself in accordance with all accounting and operating requirements of such status.
- 11.3 CONTRACTOR shall use AFDC-FC funds paid to and Expended by CONTRACTOR only for the care and Services of Placed Children, in order to maintain the standards of care and Services consistent with the

Statement of Work and the AFDC-FC payments received. By August 1 of each year, CONTRACTOR shall submit to COUNTY a cost allocation plan, which provides for the reasonable allocation of CONTRACTOR'S Expenditures for the County current fiscal year. CONTRACTOR'S cost allocation plan shall be developed in accordance with the principles included in OMB Circular A-122 and the Auditor-Controller Contract Accounting and Administration Handbook (Exhibit D, Attachment E).

- 11.4 CONTRACTOR shall Expend THPP funds on reasonable and allowable Expenditures in providing the necessary care and Services, as specified in this Contract, for THPP participants. The determination of reasonable and allowable Expenditures shall be in accordance with OMB Circular A-122; Manual of Policy and Procedures, Sections 11-400, and 11-410; and 45 CFR 74.27 and the Auditor-Controller Contract Accounting and Administration Handbook (Exhibit D, Attachment E). Any THPP funds not Expended in accordance with the above will be disallowed on monitoring/audit, and will require repayment by CONTRACTOR. Any dispute regarding repayment of funds is subject to the provisions outlined in Part II, Standard Terms and Conditions Section 39.0, Notice of Dispute.
- 11.5 Notwithstanding any other provision of this Contract, in addition to all other rights to monitor, including but not limited to audit, CONTRACTOR and COUNTY agree that it is the intent of the parties that COUNTY shall have the right to audit any and all use of THPP funds, paid to and expended by CONTRACTOR, in order to ensure that all Expended and unspent funds are accounted for and that unspent funds are held for the future benefit of THPP participants, and to determine the appropriate disposition of unallowable Expenditures.
- 11.6 Total accumulated unexpended funds (TAUF) shall include (1) CONTRACTOR'S un-Expended funds; and (2) CONTRACTOR'S accumulated, unexpended THPP funds received from COUNTY between January 1, 2009 through the expiration date of the most recently completed contract term. If facts suggest the possibility of fraud or significant abuse, COUNTY reserves the right to review uses of unexpended funds accumulated in periods prior to January 1, 2009. CONTRACTOR'S TAUF shall be reflected on its Semi-Annual Revenue and Expenditure Report (Exhibit E).

At the end of any given CONTRACTOR fiscal year, any TAUF that is equal to or less than one month budgeted revenues for COUNTY'S THPP Program for its next fiscal year may be retained by CONTRACTOR for future use for the benefit of THPP participants for reasonable and allowable costs. The maximum level of retainable TAUF will hereafter be referred to as the TAUF Ceiling. In the event that CONTRACTOR'S TAUF, at the end of June 30, of each year the contract is in place exceeds

the TAUF Ceiling, CONTRACTOR shall return to COUNTY a Cashier's check with the Semi-Annual Report to:

County of Los Angeles  
Department of Children and Family Services  
Attn: Division Chief, Revenue Enhancement  
725 Grand Ave.  
Glendora, CA 91740

## **12.0 INDEMNIFICATION**

- 12.1 CONTRACTOR shall indemnify, defend and hold harmless the COUNTY, its Special Districts, elected and appointed officers, employees, and agents from and against any and all liability, including but not limited to, demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with CONTRACTOR'S acts and/or omissions arising from and/or relating to this Contract.
- 12.2 CONTRACTOR shall indemnify, defend, and hold harmless the COUNTY, its agents, officers and employees from any and all CONTRACTOR employee Worker's Compensation claims, suits, liability, or expense resulting from its performance of this Agreement and will bear the sole responsibility and liability for furnishing Worker's Compensation benefits in an amount and form to meet the State of California's statutory requirements, and in amounts as set forth in Part I: Unique Terms and Conditions Section 6.0 Insurance Requirements Subsection 6.2.3 to any and all CONTRACTOR personnel for injuries arising from or connected with Services performed under this Contract.
- 12.3 CONTRACTOR shall indemnify COUNTY, and hold it harmless from any and all loss, damage, costs, and expenses, including reasonable attorney's fees, suffered or incurred on account of any breach by CONTRACTOR of the obligations and covenants described in Part II: Standard Terms and Conditions, Section 32.0, Independent Contractor Status Subsections 32.1 and 32.2.

## **13.0 FINANCIAL REPORTING**

- 13.1 CONTRACTOR shall report semi-annual revenues and expenditures on the Semi-Annual Revenue and Expenditure Report (Exhibit E). This report will require sign-off, under penalty of perjury, by CONTRACTOR'S Executive Director or CONTRACTOR'S Administrator.
- 13.2 The Semi-Annual Revenue and Expenditure report shall be mailed no later than: September 1 for the semi-annual report for the period ended June 30 and March 1 for the semi-annual report for the period ended December 31.

- 13.3 If the Contract starts on a date other than July 1 or January 1, then the initial report shall be for a period less than six (6) months and the final report will also be for a period less than six (6) months.
- 13.4 In the event that the expenditure report is not filed timely, COUNTY may limit additional THPP participants.
- 13.5 The Semi-Annual Revenue and Expenditure report and total program cost display shall be mailed to:

Department of Children and Family Services  
Accounting Division  
Administrative Services Manager III  
725 South Grand Avenue  
Glendora, California 91740

#### **14.0 REAL PROPERTY, EQUIPMENT, FIXED ASSETS**

- 14.1 CONTRACTOR shall fully comply with all applicable federal, State, and County laws, ordinances, and regulations in acquiring any and all real property, furniture, fixtures, equipment, materials, and supplies with funds obtained under this Contract.
- 14.2 A Fixed Asset is defined as an article of nonexpendable tangible personal property having a useful life of more than two years and an acquisition cost of \$5,000 or more of COUNTY funds per unit capitalized.
- 14.3 CONTRACTOR shall for any Real Property, land, or Fixed Asset costing \$35,000 or more of funds provided to CONTRACTOR through this Contract, submit to COUNTY, at least 15 business days prior to any purchase (including Capital Leases as defined by Generally Accepted Accounting Principles (GAAP), an analysis demonstrating that the purchase is less costly to CONTRACTOR than other leasing alternatives. CONTRACTOR shall also stipulate the source of all funds to be used for the purchase of the subject property. In the event that any funds to be used in the purchase will be from the current year Contract or TAUF (as defined in Part I, Section 11.0, Sub-section 11.6), then CONTRACTOR shall obtain COUNTY's prior written approval for the purchase by notifying COUNTY by certified mail. If COUNTY's response is not received within 10 working days, CONTRACTOR will notify the Director's designee.
- 14.4 Upon obtaining COUNTY's prior written approval, the items referenced in Sub-section 14.3 maybe purchased and owned by CONTRACTOR as provided by law. If such prior written approval is not obtained by CONTRACTOR, no title to any of the items referenced in sub-section 14.3 will vest with CONTRACTOR. All Fixed Assets not requiring COUNTY's

prior written approval, as described in Sub-section 14.3, shall be deemed owned by CONTRACTOR.

## **15.0 HOLD STATUS, DO NOT REFER STATUS, DO NOT USE STATUS, CORRECTIVE ACTION PLAN**

COUNTY may, during the normal course of its monitoring or investigation, place CONTRACTOR on Hold Status, Do Not Refer (DNR) Status and/or Do Not Use (DNU) Status, when the COUNTY reasonably believes, in its sole discretion, that the CONTRACTOR has engaged in conduct which may jeopardize a minor or minors; there has been a serious event that may implicate the CONTRACTOR, in issues of abuse or neglect; there is serious risk of abuse or neglect; or noncompliance with a significant administrative/fiscal/programmatic requirement of the Contract. The local agency procedures referred to in Sub-sections 15.2, 15.3, and 15.4 are internal DCFS/Probation procedures and are titled, respectively, Hold Status, Do Not Refer Status, and Do Not Use Status. DCFS/Probation may vary from the current protocol and procedures when such variance is required to protect the health and safety of Placed Children. A copy of the COUNTY's current policies and procedures is attached herein as Exhibit D, Attachment O, DCFS/Probation THPP Contract Investigation/Monitoring/Audit Remedies and Procedures.

### **15.1 Corrective Action Plan (CAP)**

When DCFS/Probation reasonably determines in its sole discretion, that a CONTRACTOR's deficiencies are amenable to correction, DCFS/Probation may require CONTRACTOR to provide a Corrective Action Plan and DCFS/Probation and CONTRACTOR may enter into a Corrective Action Plan. A CAP shall serve as CONTRACTOR's commitment to remedy such deficiencies. The CAP procedures are further discussed in Exhibit D, Attachment O, DCFS/Probation Transitional Housing Placement Program (THPP) Contract Investigation/Monitoring/Audit Remedies and Procedures.

### **15.2 Hold Status**

Notwithstanding any other provision of this Contract, COUNTY retains the right to temporarily suspend referrals of children to CONTRACTOR by placing CONTRACTOR on Hold status, for up to a 45-day period at any time during investigations or monitoring when based on prima facie evidence, DCFS/Probation reasonably believes, in its sole discretion, that the CONTRACTOR has engaged in conduct which may jeopardize a minor or minors; there has been a serious event that may implicate the CONTRACTOR, in issues of abuse or neglect; there is serious risk of abuse or neglect; or noncompliance with a significant administrative/fiscal/programmatic requirement of this Contract for which the CONTRACTOR failed to take corrective action (when appropriate)

pursuant to Sub-section 15.1, and as further described in Exhibit D, Attachment O, DCFS/Probation Transitional Housing Placement Program Contract Investigation/Monitoring/Audit Remedies and Procedures.

### 15.3 Do Not Refer Status

Notwithstanding any other provision of this Contract, COUNTY retains the right to suspend referrals of children to CONTRACTOR by placing CONTRACTOR on Do Not Refer Status (DNR Status), when COUNTY reasonably believes, in its sole discretion based upon prima facie evidence that the CONTRACTOR has engaged in conduct which may jeopardize a minor or minors; there has been a serious event that may implicate the CONTRACTOR, in issues of abuse or neglect; there is serious risk of abuse or neglect; or in issues of noncompliance with significant administrative/fiscal/programmatic requirement of this Contract for which the CONTRACTOR failed to take corrective action (when appropriate) pursuant to Sub-section 15.1, and as further described in Exhibit D, Attachment O, DCFS/Probation THPP Contract Investigation/Monitoring/Audit Remedies and Procedures.

When DNR Status is implemented, a CAP may be established, as provided in Exhibit D, Attachment O, DCFS/Probation THPP Contract Investigation/Monitoring/Audit Remedies and Procedures. DNR Status is removed if the CONTRACTOR conforms to the CAP in terms of content and timeframe, or as provided in Exhibit D, Attachment O, DCFS/Probation THPP Contract Investigation/Monitoring/Audit Remedies and Procedures.

### 15.4 Do Not Use Status

Notwithstanding any other provision of this Contract, COUNTY retains the right to remove or cause to be removed any or all Placed Children from the CONTRACTOR's care by placing CONTRACTOR on Do Not Use Status (DNU Status), when COUNTY reasonably believes, in its sole discretion, based upon prima facie evidence that the CONTRACTOR has engaged in conduct which may jeopardize a minor or minors; there has been a serious event that may implicate the CONTRACTOR, in issues of abuse or neglect; there is serious risk of abuse or neglect; or in issues of noncompliance with significant administrative/fiscal/programmatic requirement of this Contract for which the CONTRACTOR failed to take corrective action (when appropriate) pursuant to Sub-section 15.1, and as further described in Exhibit D, Attachment O, DCFS/Probation THPP Contract Investigation/Monitoring/Audit Remedies and Procedures.

Under unique, warranted circumstances, a DNU Status may be rescinded, as provided in Exhibit D, Attachment O DCFS/Probation THPP Contract Investigation/Monitoring/Audit Remedies and Procedures.

#### 15.5 Notice Requirements

COUNTY will notify CONTRACTOR in writing within 72 hours of DCFS'/Probation's decision to place CONTRACTOR on Hold or intention to implement Do Not Refer, or Do Not Use Status. Verbal notification of such actions will be provided prior to or at the time of CONTRACTOR's placement on Hold/DNR/DNU Status to the extent possible. To the extent possible and reasonable, and without interfering with any law enforcement investigation, and consistent with statutes and regulations related to confidentiality laws, notification will include the reason(s) for placing CONTRACTOR on Hold Status, or implementing Do Not Refer or Do Not Use Status.

When DNR or DNU Status is recommended, the written notification letter will also invite CONTRACTOR to participate in a Review Conference (as described in Exhibit D, Attachment O) to discuss the COUNTY's decision and include a deadline by which the CONTRACTOR must indicate its intent to participate in the Review Conference (please refer to Exhibit D, Attachment O, DCFS/Probation THPP Contract Investigation/Monitoring/Audit Remedies and Procedures).

#### 15.6 Disagreement with Decision

CONTRACTOR may challenge the COUNTY action in accordance with DCFS/Probation local agency policies and procedures (please refer to Exhibit D, Attachment O) then in effect, and thereafter, CONTRACTOR may appeal through the dispute resolution procedures described in Part II, Standard Terms and Conditions, Section 39.0 Notice of Dispute.

#### 15.7 Termination Status

Nothing herein shall preclude the COUNTY from terminating this Contract for convenience or for default. Notwithstanding any other provision of this Contract, in the event either COUNTY or CONTRACTOR terminates this Contract for convenience or for default, COUNTY shall suspend referrals of children to CONTRACTOR and remove, or cause to be removed, all Placed Children from the CONTRACTOR's supervision. In such event, no DCFS/Probation local agency grievance policies and procedures will occur.

## **16.0 CONSIDERATION OF HIRING FORMER FOSTER YOUTH PARTICIPANTS**

- 16.1 Should CONTRACTOR require additional or replacement personnel after effective date of this Contract, CONTRACTOR shall give consideration for any such employment openings to qualified laid-off County employees, participants in the COUNTY'S Department of Public Social Services' Greater Avenues for Independence (GAIN) Program or General Relief Opportunities for Work (GROW) Program, and former foster youth. For this purpose, consideration shall mean that the CONTRACTOR will interview qualified candidates.
  
- 16.2 In the event both qualified laid-off COUNTY employees and GAIN/GROW participants are available for hiring, COUNTY employees shall be given first priority and GAIN/GROW participants shall be given second priority.

Department of Children and Family Services – Contracts Administration  
**PART II: STANDARD TERMS AND CONDITIONS**

County of Los Angeles - Department of Children and Family Services  
**STANDARD TERMS AND CONDITIONS**

**1.0 ADMINISTRATION OF CONTRACT – CONTRACTOR**

1.1 CONTRACTOR'S Program Director

1.1.1 CONTRACTOR'S Program Director is designated in Exhibit D, Attachment I, CONTRACTOR'S Administration. The CONTRACTOR shall notify the COUNTY in writing of any change in the name or address of the CONTRACTOR'S Program Director.

1.1.2 CONTRACTOR'S Program Director shall be responsible for CONTRACTOR'S day-to-day activities as related to this Contract and shall coordinate with COUNTY'S Program Manager and Program Monitor on a regular basis.

1.2 Approval of CONTRACTOR'S Staff

COUNTY has the absolute right to approve or disapprove all of CONTRACTOR'S staff performing work hereunder and any proposed changes in CONTRACTOR'S staff, including, but not limited to, CONTRACTOR'S Program Director.

**2.0 ADMINISTRATION OF CONTRACT – COUNTY**

A listing of all COUNTY Administration referenced in the following Sub-sections is designated in Exhibit D, Attachment J, COUNTY'S Administration. The COUNTY shall notify the CONTRACTOR in writing of any change in the names or addresses shown.

2.1 COUNTY'S Program Manager

The responsibilities of the COUNTY'S Program Manager include:

- ensuring that the objectives of this Contract are met;
- providing direction to CONTRACTOR in the areas relating to COUNTY policy, information requirements, and procedural requirements
- meeting with CONTRACTOR'S Program Manager on a regular basis; and
- inspecting any and all tasks, deliverables, goods, services, or other work provided by or on behalf of CONTRACTOR.

The COUNTY'S Program Manager is not authorized to make any changes in any of the terms and conditions of this Contract and is not authorized to further obligate COUNTY in any respect whatsoever.

## 2.2 COUNTY'S Contract Program Monitor

The COUNTY'S Program Monitor is responsible for overseeing the day-to-day administration of this Contract. The Program Monitor reports to the COUNTY'S Program Manager.

## 3.0 AMERICANS WITH DISABILITIES ACT (ADA)

The CONTRACTOR agrees to abide by all applicable federal, State and local laws including the Americans with Disabilities Act (ADA) and its requirement to provide reasonable accommodations and auxiliary aids or services, unless compliance with the ADA would place an undue financial burden on, or would fundamentally alter the nature of, the CONTRACTOR'S program.

## 4.0 ASSIGNMENT AND DELEGATION

- 4.1 CONTRACTOR shall not assign its rights or delegate its duties under this Contract, or both, whether in whole or in part, without the prior written consent of COUNTY, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this sub-section, COUNTY consent shall require a written amendment to the Contract, which is formally approved and executed by the parties. Any payments by the COUNTY to any approved delegate or assignee on any claim under this Contract shall be deductible, at COUNTY'S sole discretion, against the claims, which the CONTRACTOR may have against the COUNTY.
- 4.2 Shareholders, partners, members, or other equity holders of CONTRACTOR may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of CONTRACTOR to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of the Contract, such disposition is an assignment requiring the prior written consent of COUNTY in accordance with applicable provisions of this Contract.
- 4.3 If any assumption, assignment, delegation, or takeover of any of the CONTRACTOR'S duties, responsibilities, obligations, or performance of same by any entity other than the CONTRACTOR, whether through

assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without COUNTY'S express prior written approval, shall be a material breach of the Contract which may result in the termination of this Contract. In the event of such termination, COUNTY shall be entitled to pursue the same remedies against CONTRACTOR as it could pursue in the event of default by CONTRACTOR.

## **5.0 AUTHORIZATION WARRANTY**

The CONTRACTOR represents and warrants that the person executing this Contract for the CONTRACTOR is an authorized agent who has actual authority to bind the CONTRACTOR to each and every term, condition, and obligation of this Contract and that all requirements of the CONTRACTOR have been fulfilled to provide such actual authority.

## **6.0 BUDGET REDUCTION**

In the event that the County's Board of Supervisors adopts, in any fiscal year, a COUNTY Budget which provides for reductions in the salaries and benefits paid to the majority of COUNTY employees and imposes similar reductions with respect to COUNTY Contracts, the COUNTY reserves the right to reduce its payment obligation under this Contract correspondingly for that fiscal year and any subsequent fiscal year during the term of this Contract (including any extensions), and the services to be provided by the CONTRACTOR under this Contract shall also be reduced correspondingly. The COUNTY'S notice to the CONTRACTOR regarding said reduction in payment obligation shall be provided within thirty (30) calendar Days of the Board's approval of such actions. Except as set forth in the preceding sentence, the CONTRACTOR shall continue to provide all of the services set forth in this Contract.

## **7.0 CHANGES AND AMENDMENTS**

- 7.1 County reserves the right to change any portion of the work required under this Contract, or amend such other terms and conditions, as may become necessary. Any such revision shall be accomplished as set forth in this section 7.0.
- 7.2 Except as provided in this section, 7.0, for any change which affects the scope of work, term of Contract, Contract Sum, payments, or any terms or conditions included under this Contract, an amendment shall be prepared by DCFS and executed by the Contractor and County's Board of Supervisors or the Director in the event the Director has the delegated authority to execute. Approval of County Counsel must be obtained for any changes which affect the scope of work.

- 7.3 COUNTY's Board of Supervisors or Chief Executive Officer or designee may require the addition and/or change of certain terms and conditions in the Contract during the term of this Contract. The COUNTY reserves the right to add and/or change such provisions as required by the COUNTY's Board of Supervisors or Chief Executive Officer. To implement such changes, an Amendment to the Contract shall be prepared by DCFS and executed by the CONTRACTOR and by the Director of DCFS.
- 7.4 The DCFS Director may sign an Amendment to this Contract without further action by the Board of Supervisors only under the following conditions as applicable:
- 7.4.1 The amendment shall be in compliance with applicable County, State and federal regulations; and
- 7.4.2 The Board of Supervisors has appropriated sufficient funds in COUNTY's budget; and
- 7.4.3 The Amendment is for a decrease, or an increase of not more than 10 percent correlated to an increase or a decrease in the number of units of service, of the original Maximum Contract Sum; and
- 7.4.4 Prior CEO approval is obtained and notice given to County Counsel.

## **8.0 CHILD ABUSE PREVENTION REPORTING**

- 8.1 CONTRACTOR agrees that the safety of the child will always be the first priority. To ensure the safety of children, CONTRACTOR will immediately notify COUNTY and the Child Abuse Hotline whenever CONTRACTOR reasonably suspects that a child has been a victim of abuse and/or is in danger of future abuse. The CONTRACTOR will remain with the child if imminent risk is present.
- 8.2 CONTRACTOR shall ensure that all known or suspected instances of child abuse are reported to a child protection agency as defined in Section 11164, et. Seq. of the Penal Code. This responsibility shall include:
- 8.2.1 A requirement that all employees, consultants, or agents performing services under this Contract who are required by Penal Code, Section 11166(a), to report child abuse, sign a statement that he or she knows of the reporting requirements and will comply with them.
- 8.2.2 The establishment of procedures to ensure reporting even when employees, consultants or agents who are not required to report

child abuse under California Penal Code Section 11166, gain knowledge of, or reasonably suspect that a child had been a victim of abuse or neglect.

8.2.3 The assurance that all employees of CONTRACTOR and Subcontractors understand that the safety of the child is always the first priority.

## **9.0 CHILD SUPPORT COMPLIANCE PROGRAM**

9.1 Contractor's Warranty of Adherence to County's Child Support Compliance Program

9.1.1 The CONTRACTOR acknowledges that the COUNTY has established a goal of ensuring that all individuals who benefit financially from the COUNTY through Contract are in compliance with their court-ordered child, family and spousal support obligations in order to mitigate the economic burden otherwise imposed upon the COUNTY and its taxpayers.

9.1.2 As required by the COUNTY'S Child Support Compliance Program (County Code Chapter 2.200) and without limiting the CONTRACTOR'S duty under this Contract to comply with all applicable provisions of law, the CONTRACTOR warrants that it is now in compliance and shall during the term of this Contract maintain in compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child, Family or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

9.2 Termination for Breach of Warranty to Maintain Child Support Compliance

Failure of the CONTRACTOR to maintain compliance with the requirements set forth in Sub-Section 9.1, "Contractor's Warranty of Adherence to County's Child Support Compliance Program", shall constitute default under this Contract. Without limiting the rights and remedies available to the COUNTY under any other provision of this Contract, failure of the CONTRACTOR to cure such default within ninety (90) calendar Days of written notice shall be grounds upon which the COUNTY may terminate this Contract pursuant to Part II, Section 50.0 Termination for CONTRACTOR'S

Default,” and pursue debarment of the CONTRACTOR, pursuant to County Code Chapter 2.202.

## **10.0 COMMUNITY BUSINESS ENTERPRISES PROGRAM**

In accordance with COUNTY policy, CONTRACTOR has submitted a true and correct copy of the Certification Application, which is attached as Exhibit D, Attachment B.

## **11.0 COMPLAINTS**

11.1 CONTRACTOR shall develop, maintain, and operate procedures for receiving, investigating and responding to complaints.

11.2 Within five (5) business days after Contract effective date, CONTRACTOR shall provide the COUNTY with the CONTRACTOR’S policy for receiving, investigating and responding to user complaints.

11.2.1 The COUNTY will review the CONTRACTOR’S policy and provide the CONTRACTOR with approval of said plan or with requested changes.

11.2.2 If the COUNTY request changes in the CONTRACTOR’S policy, the CONTRACTOR shall make such changes and resubmit the plan with five (5) business days for COUNTY approval.

11.2.3 If, at any time, the CONTRACTOR wishes to change the CONTRACTOR’S policy, the CONTRACTOR shall submit proposed changes to the COUNTY for approval before implementation.

11.3 CONTRACTOR shall preliminarily investigate all complaints and notify the COUNTY’S Program Manager of the status of the investigation within five (5) business Days of receiving the complaint.

11.4 When complaints cannot be resolved informally, a system of follow-through shall be instituted which adheres to formal plans for specific actions and strict time deadlines.

11.5 Copies of all written responses shall be sent to the COUNTY’S Program Manager within three (3) business Days of mailing to the complainant.

## **12.0 COMPLIANCE WITH APPLICABLE LAWS**

12.1 CONTRACTOR shall comply with all applicable Federal, State, and local laws, rules, regulations, ordinances, and directives, and all provisions

required thereby to be included in this Contract are hereby incorporated herein by reference. This includes compliance with mandatory standards and policies relating to energy efficiency in the State Energy Conservation Plan (Title 24, California Administrative Code) and compliance with Section 306 of the Clean Air Act (42 USC 1857(h)), Section 508 of the Clean Water Act (33 USC 1368), Executive Order 11738 and Environmental Protection Agency regulations (40 CFR Part 15). Insofar as permits and/or licenses are required for the prescribed services and/or any construction authorized herein, the same must be obtained from the regulatory agency having jurisdiction thereover.

12.1.1 CONTRACTOR acknowledges that this Contract will be funded, in part, with federal funds; therefore, CONTRACTOR agrees that it shall comply with all applicable federal laws and regulations pertaining to such federal funding. Said federal laws and regulations include, but are not limited to, 45 CFR Section 92.36, et seq.

12.1.2 CONTRACTOR shall comply with all applicable laws pertaining to confidentiality. This shall include but is not limited to the confidentiality provisions of Section 827 and Section 10850 of the California Welfare and Institutions Code and MPP Division 19.

12.1.3 (For Contracts over Ten Thousand Dollars (\$10,000) – CONTRACTOR agrees to comply fully with the terms of Executive Order 11246, entitled Equal Employment Opportunity as amended by Executive Order 11375, and as supplemented by Department of Labor Regulations (41 CFR Part 60).

12.2 Failure by CONTRACTOR to comply with such laws and regulations shall be a material breach of this Contract and may result in termination of this Contract.

12.3 CONTRACTOR shall indemnify and hold harmless the COUNTY from and against any and all liability, damages, costs, and expenses, including, but not limited to, defense costs and attorneys' fees, arising from or related to any violation on the part of the CONTRACTOR or its employees, agents, or Subcontractors of any such laws, rules, regulations, ordinances, or directives.

### **13.0 COMPLIANCE WITH CIVIL RIGHTS LAWS**

CONTRACTOR hereby assures that it will comply with Subchapter VI of the Civil Rights Act of 1964, 42 USC Sections 2000 (e) (1) through 2000 (e) (17), to the end that no person shall, on the grounds of race, creed, color, sex, religion,

ancestry, age, condition of physical handicap, marital status, political affiliation, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract. CONTRACTOR shall comply with Exhibit D, Attachment A, Contractor's Equal Employment Opportunity (EEO) Certification.

## **14.0 COMPLIANCE WITH JURY SERVICE PROGRAM**

This Contract is subject to the provisions of the COUNTY'S ordinance entitled Contractor Employee Jury Service ("Jury Service Program") as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code, a copy of which is attached hereto as Exhibit D, Attachment G, and incorporated by reference into and made a part of this Contract.

### **14.1 Written Employee Jury Service Policy**

14.1.1 Unless CONTRACTOR has demonstrated to the COUNTY'S satisfaction either that CONTRACTOR is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that CONTRACTOR qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), CONTRACTOR shall have and adhere to a written policy that provides that its Employees shall receive from the CONTRACTOR, on an annual basis, no less than five (5) Days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with the CONTRACTOR or that the CONTRACTOR deduct from the Employee's regular pay the fees received for jury service.

14.1.2 For purposes of this Section, "Contractor" means a person, partnership, corporation or other entity which has a contract with the COUNTY or a subcontract with a COUNTY contractor and has received or will receive an aggregate sum of Fifty Thousand Dollars (\$50,000) or more in any 12-month period under one or more COUNTY contracts or subcontracts. "Employee" means any California resident who is a full time employee of CONTRACTOR. "Full time" means forty (40) hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the COUNTY, or 2) CONTRACTOR has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of ninety (90) Days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If CONTRACTOR uses any Subcontractor to

perform services for the COUNTY under this Contract, the Subcontractor shall also be subject to the provisions of this Section. The provisions of this Sub-section shall be inserted into any such subcontract contract and a copy of the Jury Service Program shall be attached to the agreement.

14.1.3 If CONTRACTOR is not required to comply with the Jury Service Program when the Contract commences, CONTRACTOR shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and CONTRACTOR shall immediately notify COUNTY if CONTRACTOR at any time either comes within the Jury Service Program's definition of "Contractor" or if CONTRACTOR no longer qualifies for an exception to the Jury Service Program. In either event, CONTRACTOR shall immediately implement a written policy consistent with the Jury Service Program. The COUNTY may also require, at any time during the term of this Contract and at its sole discretion, that CONTRACTOR demonstrate to the COUNTY'S satisfaction that CONTRACTOR either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that CONTRACTOR continues to qualify for an exception to the Program.

14.1.4 CONTRACTOR'S violation of this Section of this Contract may constitute a material breach of this Contract. In the event of such material breach, COUNTY may, in its sole discretion, terminate the Contract and/or bar CONTRACTOR from the award of future COUNTY contracts for a period of time consistent with the seriousness of the breach.

## **15.0 CONDUCT OF PROGRAM**

CONTRACTOR shall abide by all terms and conditions imposed and required by this Contract and shall comply with all subsequent revisions, modifications, and administrative and statutory changes made by the State, and all applicable provisions of State and Federal regulations. Failure by CONTRACTOR to comply with provisions, requirements or conditions of this Contract, including but not limited to performance documentation, reporting and evaluation requirements, shall be a material breach of this Contract and may result in the withholding of payments, financial penalties, and/or termination as stated herein.

## **16.0 CONFLICT OF INTEREST**

16.1 No COUNTY employee whose position in COUNTY enables such employee to influence the award of this Contract or any competing Contract, and no spouse or economic dependent of such employee, shall

be employed in any capacity by CONTRACTOR or have any other direct or indirect financial interest in this Contract. No officer or employee of CONTRACTOR who may financially benefit from the performance of work hereunder shall in any way participate in COUNTY'S approval, or ongoing evaluation of such work, or in any way attempt to unlawfully influence COUNTY'S approval or ongoing evaluation of such work.

16.2 CONTRACTOR shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Contract. CONTRACTOR warrants that it is not now aware of any facts that create a conflict of interest. If CONTRACTOR hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to COUNTY. Full written disclosure shall include, but is not limited to, identification of all persons implicated and complete description of all relevant circumstances. Failure to comply with the provisions of this Section shall be a material breach of this Contract.

#### **17.0 CONSIDERATION OF GREATER AVENUES FOR INDEPENDENCE (GAIN) OR GENERAL RELIEF OPPORTUNITIES FOR WORK (GROW) PARTICIPANTS FOR EMPLOYMENT**

17.1 Should CONTRACTOR require additional or replacement personnel after the effective date of this Contract, CONTRACTOR shall give consideration for any such employment openings to participants in the COUNTY'S Department of Public Social Services' Greater Avenues for Independence (GAIN) Program or General Relief Opportunities for Work (GROW) Program who meet CONTRACTOR'S minimum qualifications for the open position. For this purpose, consideration shall mean that the CONTRACTOR will interview qualified candidates. The COUNTY will refer GAIN/GROW participants, by job category, to CONTRACTOR.

17.2 In the event that both laid-off COUNTY employees and GAIN/GROW participants are available for hiring, COUNTY employees shall be given first priority.

#### **18.0 CONSIDERATION OF HIRING COUNTY EMPLOYEES TARGETED FOR LAYOFFS OR ON REEMPLOYMENT LIST**

Should CONTRACTOR require additional or replacement personnel after the effective date of this Contract to perform the services set forth herein, CONTRACTOR shall give **first consideration** for such employment openings to qualified permanent COUNTY employees who are targeted for layoff or qualified former COUNTY employees who are on a reemployment list during the life of this Contract.

## **19.0 CONTRACT ACCOUNTING AND FINANCIAL REPORTING**

- 19.1 CONTRACTOR shall establish and maintain an accounting system including internal controls and financial reporting, which shall meet the minimum requirements for Contract Accounting as described in Exhibit D, Attachment E, Auditor-Controller Contract Accounting and Administration Handbook.
- 19.2 CONTRACTOR shall maintain supporting documentation for all accruals reported. Accruals which are not properly supported may be disallowed upon audit.

## **20.0 CONTRACTOR RESPONSIBILITY AND DEBARMENT**

- 20.1 A responsible contractor is a contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the contract. It is the COUNTY'S policy to conduct business only with responsible contractors.
- 20.2 The CONTRACTOR is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the COUNTY acquires information concerning the performance of the CONTRACTOR on this or other contracts which indicates that the CONTRACTOR is not responsible, the COUNTY may, in addition to other remedies provided in the Contract, debar the CONTRACTOR from bidding or proposing on, or being awarded, and/or performing work on COUNTY contracts for a specified period of time, which generally will not exceed five years but may exceed five years or be permanent if warranted by the circumstances, and terminate any or all existing contracts the CONTRACTOR may have with the COUNTY.
- 20.3 The COUNTY may debar a Contractor if the Board of Supervisors, finds in its discretion, that the Contractor has done any of the following: (1) violated a term of a contract with the COUNTY or a nonprofit corporation created by the COUNTY; (2) committed an act or omission which negatively reflects on the CONTRACTOR'S quality, fitness or capacity to perform a contract with the COUNTY, any other public entity, or a nonprofit corporation created by the COUNTY, or engaged in a pattern or practice which negatively reflects on same; (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against the COUNTY or any other public entity.
- 20.4 If there is evidence that the CONTRACTOR may be subject to debarment, the Department will notify the CONTRACTOR in writing of the evidence, which is the basis for the proposed debarment and will advise the

CONTRACTOR of the scheduled date for a debarment hearing before the Contractor Hearing Board.

- 20.5 The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The CONTRACTOR and/or the CONTRACTOR'S representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether the CONTRACTOR should be debarred, and if so, the appropriate length of time of the debarment. The CONTRACTOR and the Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.
- 20.6 After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.
- 20.7 If a CONTRACTOR has been debarred for a period longer than five years, that CONTRACTOR may, after the debarment has been in effect for at least five years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The COUNTY may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the CONTRACTOR has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of the COUNTY.
- 20.8 The Contractor Hearing Board will consider a request for review of a debarment determination only where: (1) the CONTRACTOR has been debarred for a period longer than five years; (2) the debarment has been in effect for at least five years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor

Hearing Board pursuant to the same procedures as for a debarment hearing.

20.8.1 The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

20.9 These terms shall also apply to Subcontractors of COUNTY Contractors.

## **21.0 CONTRACTOR'S CHARITABLE ACTIVITIES COMPLIANCE**

The Supervision of Trustees and Fundraisers for Charitable Purposes Act regulates entities receiving or raising charitable contributions. The "Nonprofit Integrity Act of 2004" (SB 1262, Chapter 919) increased Charitable Purposes Act requirements. By requiring CONTRACTORS to complete the certification in Exhibit D, Attachment K the County seeks to ensure that all COUNTY CONTRACTORS which receive or raise charitable contributions comply with California law in order to protect the COUNTY and its taxpayers. A CONTRACTOR which receives or raises charitable contributions without complying with its obligations under California law commits a material breach subjecting it to either contract termination or debarment proceedings or both. (County Code Chapter 2.202).

## **22.0 CONTRACTOR'S OBLIGATIONS UNDER HEALTH INSURANCE PORTABILITY & ACCOUNTABILITY ACT (HIPAA)**

The COUNTY is subject to the Administrative Simplification requirements of the federal Health Insurance Portability and Accountability Act of 1996 (HIPAA). Under this Contract, CONTRACTOR provides services to the COUNTY and the CONTRACTOR receives, has access to, and/or creates Protected Health Information as defined in Exhibit D, Attachment M in order to provide those services. The COUNTY and the CONTRACTOR therefore agree to the terms of Exhibit D, Attachment M, CONTRACTOR'S Obligations Under HIPAA.

## **23.0 CONTRACTOR'S WORK**

23.1 Pursuant to the provisions of this Contract, CONTRACTOR shall fully perform, complete and deliver on time, all tasks, deliverables, services and other work as more fully set forth in Exhibit A, Statement of Work.

23.2 If the CONTRACTOR provides any tasks, deliverables, goods, services, or other work, other than as specified in this Contract, the same shall be deemed to be a gratuitous effort on the part of the CONTRACTOR, and the CONTRACTOR shall have no claim whatsoever against the COUNTY.

#### **24.0 COUNTY'S QUALITY ASSURANCE PLAN**

The COUNTY or its agent will evaluate CONTRACTOR'S performance under this Contract on not less than an annual basis. Such evaluation will include assessing the CONTRACTOR'S compliance with all contract terms and conditions and performance standards. CONTRACTOR deficiencies which COUNTY determines are severe or continuing and that may place performance of the Contract in jeopardy if not corrected will be reported to the Board of Supervisors. The report will include improvement/corrective action measures taken by the COUNTY and CONTRACTOR. If improvement does not occur consistent with the corrective action measures, the COUNTY may terminate this Contract or impose other penalties as specified in this Contract.

#### **25.0 CRIMINAL CLEARANCES**

25.1 For the safety and welfare of the children to be served under this Contract, CONTRACTOR agrees, as permitted by law, to ascertain arrest and conviction records for all current and prospective employees, independent contractors, volunteers or Subcontractors who may come in contact with children in the course of their work, volunteer activity or performance of the subcontract and shall maintain such records in the file of each such person.

25.2 CONTRACTOR shall immediately notify COUNTY of any arrest and/or subsequent conviction, other than for minor traffic offenses, of any employee, independent contractor, volunteer staff or Subcontractor who may come in contact with children while providing services under this Contract when such information becomes known to CONTRACTOR.

25.3 CONTRACTOR agrees not to engage or continue to engage the services of any person convicted of any crime involving harm to children, or any crime involving conduct inimical to the health, morals, welfare or safety of others, including but not limited to the offenses specified in Health and Safety Code, Section 11590 (offenses requiring registration as a controlled substance offender) and those crimes listed in the Penal Code which involve murder, rape, kidnap, abduction, assault and lewd and lascivious acts.

## **26.0 EMPLOYEE BENEFITS AND TAXES**

- 26.1 CONTRACTOR shall be solely responsible for providing to, or on behalf of its employees, all legally required salaries, wages, benefits, or other compensation.
- 26.2 COUNTY shall have no liability or responsibility for any taxes, including, without limitation, sales, income, employee withholding and/or property taxes which may be imposed in connection with or resulting from this Contract or CONTRACTOR'S performance hereunder.

## **27.0 EMPLOYMENT ELIGIBILITY VERIFICATION**

- 27.1 CONTRACTOR warrants that it fully complies with all Federal and State statutes and regulations regarding employment of aliens and others, and that all its employees performing work under this Contract meet the citizenship or alien status requirements set forth in Federal and State statutes and regulations. CONTRACTOR shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by Federal and State statutes and regulations including but not limited to, the Immigration Reform and Control Act of 1986, (P.L. 99-603), or as they currently exist and as they may be hereafter amended. CONTRACTOR shall retain such documentation of all covered employees for the period prescribed by law.
- 27.2 CONTRACTOR shall indemnify, defend, and hold harmless, the COUNTY, its agents, officers and employees from employer sanctions and any other liability which may be assessed against the CONTRACTOR or the COUNTY or both in connection with any alleged violation of Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Contract.

## **28.0 EVENTS OF DEFAULT**

### **28.1 Default for Non-Performance**

COUNTY may terminate the whole or any part of this Contract if either of the following circumstances exists:

- 28.1.1 CONTRACTOR has made a misrepresentation of any required element in the bid/proposal/statement of qualifications submitted in response to the Invitation for Bids/Request for Proposals/Request for Statement of Qualifications, if any; or

28.1.2 CONTRACTOR fails to comply with or perform any provision of this Contract or fails to make progress so as to endanger performance of any term of this Contract.

## 28.2 Default for Insolvency

COUNTY may terminate this Contract for default for insolvency in the event of the occurrence of any of the following:

28.2.1 Insolvency of CONTRACTOR. CONTRACTOR shall be deemed insolvent if it has ceased to pay its debts in the ordinary course of business or cannot pay its debts as they become due, whether it has filed for bankruptcy or not, and whether insolvent within the meaning of the Federal Bankruptcy Law or not;

28.2.2 The filing of a voluntary petition in bankruptcy;

28.2.3 The appointment of a Receiver or Trustee for CONTRACTOR;

28.2.4 The execution by CONTRACTOR of an assignment for the benefit of creditors.

## 28.3 Other Events of Default

Determination by the COUNTY, the State Fair Employment Commission, or the Federal Equal Employment Opportunity Commission of discrimination having been practiced by CONTRACTOR in violation of State and/or Federal laws thereon.

## **29.0 FAIR LABOR STANDARDS**

The CONTRACTOR shall comply with all applicable provisions of the Federal Fair Labor Standards Act and shall indemnify, defend, and hold harmless the COUNTY and its agents, officers, and employees from any and all liability, including, but not limited to, wages, overtime pay, liquidated damages, penalties, court costs, and attorneys' fees arising under any wage and hour law, including, but not limited to, the Federal Fair Labor Standards Act, for work performed by the CONTRACTOR'S employees for which the COUNTY may be found jointly or solely liable.

## **30.0 FORMER FOSTER YOUTH CONSIDERATION**

30.1 Should CONTRACTOR require additional or replacement personnel after the effective date of this Contract to perform services set forth herein, CONTRACTOR shall give consideration (after COUNTY employees, and

GAIN/GROW participants as described in Part II, Sections 18.0 and 17.0, respectively) for any such position(s) to qualified former foster youth. CONTRACTOR shall notify COUNTY of any new or vacant positions(s) within CONTRACTOR'S firm by sending via U.S. mail or facsimile, a list denoting any position(s) for which hiring is anticipated to:

County of Los Angeles  
Department of Children and Family Services  
Attention: Division Chief, Youth Development Services Division  
3530 Wilshire Blvd., Suite 400  
Los Angeles, CA 90010  
FAX: (213) 637-0036

- 30.2 The notice sent by CONTRACTOR must indicate the position(s)/title(s) for vacant or new employment opportunity, description of same, requirements/qualifications for position(s), anticipated pay rate or salary schedule, the location where application(s)/requests for application(s) may be sent, final date of acceptance for applications, and any special circumstances relevant to the hiring procedure for said position(s).
- 30.3 CONTRACTOR is exempt from the provisions of this Section if it is a governmental entity.

### **31.0 GOVERNING LAW, JURISDICTION, AND VENUE**

This Contract shall be governed by, and construed in accordance with, the laws of the State of California. The CONTRACTOR agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Contract and further agrees and consents that venue of any action brought hereunder shall be exclusively in the County of Los Angeles.

### **32.0 INDEPENDENT CONTRACTOR STATUS**

- 32.1 This Contract is by and between the COUNTY and the CONTRACTOR and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between COUNTY and the CONTRACTOR. The employees and agents of one party shall not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.
- 32.2 CONTRACTOR shall be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Contract all compensation and benefits. The COUNTY shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, Federal, State, or local taxes, or other

compensation, benefits, or taxes for any personnel provided by or on behalf of the CONTRACTOR.

- 32.3 CONTRACTOR understands and agrees that all persons performing work pursuant to this Contract are, for purposes of Workers' Compensation liability, solely employees of the CONTRACTOR and not employees of the COUNTY. The CONTRACTOR shall be solely liable and responsible for furnishing any and all Workers' Compensation benefits to any person as a result of any injuries arising from or connected with any work performed by or on behalf of the CONTRACTOR pursuant to this Contract.
- 32.4 CONTRACTOR shall cause each employee performing services covered by this Contract to sign and adhere to Exhibit D, Attachment C-2, "CONTRACTOR'S Employee Acknowledgement and Confidentiality Agreement". The CONTRACTOR shall cause each non-employee performing services covered by this Contract to sign and adhere to Exhibit D, Attachment D, "Contract for Contractor Non-Employee Acknowledgement, Confidentiality Agreement."

### **33.0 LIQUIDATED DAMAGES**

- 33.1 If, in the judgment of the Director, the CONTRACTOR is deemed to be non-compliant with the terms and obligations assumed hereby, the Director, or his/her designee, at his/her option, in addition to, or in lieu of, other remedies provided herein, may withhold the entire monthly payment or deduct pro rata from the CONTRACTOR'S invoice for work not performed. The work not performed and the amount to be withheld or deducted from payments to the CONTRACTOR from the COUNTY, will be forwarded to the CONTRACTOR by the Director, or his/her designee, in a written notice describing the reasons for said action.
- 33.2 If the Director determines that there are deficiencies in the performance of this Contract that the Director deems are correctable by the CONTRACTOR over a certain time span, the Director will provide a written notice to the CONTRACTOR to correct the deficiency within specified time frames. Should the CONTRACTOR fail to correct deficiencies within said time frame, the Director may:
- (a) Deduct from the CONTRACTOR'S payment, pro rata, those applicable portions of the Monthly Contract Sum; and/or
  - (b) Deduct liquidated damages. The parties agree that it will be impracticable or extremely difficult to fix the extent of actual damages resulting from the failure of the CONTRACTOR to correct a deficiency within the specified time frame. The parties hereby agree that under the current circumstances a reasonable estimate of

such damages is Three Hundred Forty Two (\$342.00) (10% of the rate per participant per month), and that the CONTRACTOR shall be liable to the COUNTY for liquidated damages in said amount. Said amount shall be deducted from the COUNTY'S payment to the CONTRACTOR; and/or

(c) Upon giving five (5) Days notice to the CONTRACTOR for failure to correct the deficiencies, the COUNTY may correct any and all deficiencies and the total costs incurred by the COUNTY for completion of the work by an alternate source, whether it be COUNTY forces or separate private contractor, will be deducted and forfeited from the payment to the CONTRACTOR from the COUNTY, as determined by the COUNTY.

33.3 The action noted in Sub-section 33.2 shall not be construed as a penalty, but as adjustment of payment to the CONTRACTOR to recover the COUNTY cost due to the failure of the CONTRACTOR to complete or comply with the provisions of this Contract.

33.4 This Sub-section shall not, in any manner, restrict or limit the COUNTY'S right to damages for any breach of this Contract provided by law or as specified in the PRS or Sub-section 33.2, and shall not, in any manner, restrict or limit the COUNTY'S right to terminate this Contract as agreed to herein.

#### **34.0 MANDATORY REQUIREMENT TO REGISTER ON COUNTY'S WEBVEN**

CONTRACTOR represents and warrants that it has registered in the COUNTY'S WebVen. Prior to a contract award, all potential contractors must register in the COUNTY'S WebVen. The WebVen contains the vendor's business profile and identifies the goods/services the business provides. Registration can be accomplished online via the Internet by accessing the COUNTY'S home page at [http://lacounty.info/doing\\_business/main\\_db.htm](http://lacounty.info/doing_business/main_db.htm). (There are underscores in the address between the words 'doing business' and 'main db'.)

#### **35.0 MOST FAVORED PUBLIC ENTITY**

If the CONTRACTOR'S prices decline, or should the CONTRACTOR at any time during the term of this Contract provide the same goods or services under similar quantity and delivery conditions to the State of California or any county, municipality, or district of the State at prices below those set forth in this Contract, then such lower prices shall be immediately extended to the COUNTY.

## **36.0 NON-DISCRIMINATION AND AFFIRMATIVE ACTION**

- 36.1 CONTRACTOR certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies, are and shall be treated equally without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations.
- 36.2 CONTRACTOR shall certify to, and comply with, the provisions of Exhibit D, Attachment A, Contractor's Equal Employment Opportunity (EEO) Certification.
- 36.3 CONTRACTOR shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations. Such action shall include but is not limited to: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
- 36.4 CONTRACTOR certifies and agrees that it will deal with its Subcontractors, bidders, or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation.
- 36.5 CONTRACTOR certifies and agrees that it, its affiliates, subsidiaries, or holding companies shall comply with all applicable Federal and State laws and regulations to the end that no person shall, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract.
- 36.6 CONTRACTOR shall allow COUNTY representatives access to CONTRACTOR'S employment records during regular business hours to verify compliance with the provisions of this section when so requested by COUNTY.
- 36.7 If the COUNTY finds that any of the above provisions have been violated, such violation shall constitute a material breach of contract upon which COUNTY may determine to terminate this Contract. While the COUNTY

reserves the right to determine independently that the anti-discrimination provisions of this Contract have been violated, in addition, a determination by the California Fair Employment Opportunity Commission or the Federal Equal Employment Opportunity Commission that the CONTRACTOR has violated Federal or State anti-discrimination laws or regulations shall constitute a finding by COUNTY that the CONTRACTOR has violated the anti-discrimination provisions of this Contract.

36.8 The parties agree that in the event the CONTRACTOR violates any of the anti-discrimination provisions of this Contract, the COUNTY shall, at its sole option, be entitled to the sum of Five Hundred Dollars (\$500) for each such violation pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating or suspending this Contract.

### **37.0 NON EXCLUSIVITY**

Nothing herein is intended nor shall be construed as creating any exclusive arrangement with CONTRACTOR. This Contract shall not restrict DCFS from acquiring similar, equal, or like goods and/or services from other entities or sources.

### **38.0 NOTICE OF DELAYS**

Except as otherwise provided under this Contract, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Contract, that party shall, within one (1) Day, give written notice thereof, including all relevant information with respect thereto, to the other party.

### **39.0 NOTICE OF DISPUTE**

The CONTRACTOR shall bring to the attention of the COUNTY Program Manager and/or COUNTY Program Director any dispute between the COUNTY and the CONTRACTOR regarding the performance of services as stated in this Contract. If the COUNTY Program Manager or COUNTY Program Director is not able to resolve the dispute, the Director, or designee shall resolve it.

### **40.0 NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT**

CONTRACTOR shall notify its employees, and shall require each Subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Services Notice 1015, attached hereto as Exhibit D, Attachment F.

## **41.0 NOTICES**

All notices or demands required or permitted to be given or made under this Contract shall be given in writing and shall be hand delivered with signed receipt or mailed by first-class registered or certified mail, postage prepaid, addressed to the parties as identified in Attachment I, CONTRACTOR'S Administration and Attachment J, COUNTY'S Administration. Addresses may be changed by either party giving ten (10) days' prior written notice thereof to the other party. The Director shall have the authority to issue all notices or demands required or permitted by the COUNTY under this Contract.

## **42.0 PROHIBITION AGAINST INDUCEMENT OR PERSUASION**

Notwithstanding the above, CONTRACTOR and COUNTY agree that, during the term of this Contract and for a period of one year thereafter, neither party shall in any way intentionally induce or persuade any employee of one party to become an employee or agent of the other party. No bar exists against any hiring action initiated through a public announcement.

## **43.0 PROPRIETARY RIGHTS**

43.1 COUNTY and CONTRACTOR agree that all materials, data and information developed under and/or used in connection with this Contract shall become the sole property of COUNTY, provided that CONTRACTOR may retain possession of all working papers prepared by CONTRACTOR. During and subsequent to the term of this Contract, COUNTY shall have the right to inspect any and all such working papers, make copies thereof, and use the working papers and the information contained therein.

43.2 Notwithstanding any other provision of this Contract, COUNTY and CONTRACTOR agree that COUNTY shall have all ownership rights in software or modification thereof and associated documentation designed, developed or installed with Federal financial participation; additionally, the Federal Government shall have a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, or otherwise use and to authorize others to use for Federal Government purposes, such software, modifications and documentation. Notwithstanding any other provision of this Contract, proprietary operating/vendor software packages (e.g., ADABAS or TOTAL) which are provided at established catalog or market prices and sold or leased to the general public shall not be subject to the ownership provisions of this Section. CONTRACTOR may retain possession of all working papers prepared by CONTRACTOR. During and subsequent to the term of this Contract, COUNTY shall have the right to inspect any and all such working papers, make copies thereof, and use the working papers and the information contained therein.

- 43.3 Any materials, data and information not developed under this Contract, which CONTRACTOR considers to be proprietary and confidential, shall be plainly and prominently marked by CONTRACTOR as “TRADE SECRET”, “PROPRIETARY”, or “CONFIDENTIAL”.
- 43.4 COUNTY will use reasonable means to ensure that CONTRACTOR’S proprietary and confidential materials, data and information are safeguarded and held in confidence. However, COUNTY will notify CONTRACTOR of any Public Records request for items described in Sub-Section 43.3. COUNTY agrees not to reproduce or distribute such materials, data and information to non-COUNTY entities without the prior written permission of CONTRACTOR.
- 43.5 Notwithstanding any other provision of this Contract, COUNTY shall not be obligated in any way under Sub-section 43.4 for:
- 43.5.1 Any material, data and information not plainly and prominently marked with restrictive legends as set forth in Sub-section 43.3;
- 43.5.2 Any materials, data and information covered under Sub-section 43.2; and
- 43.5.3 Any disclosure of any materials, data and information which COUNTY is required to make under the California Public Records Act or otherwise by law.
- 43.6 CONTRACTOR shall protect the security of and keep confidential all materials, data and information received or produced under this Contract. Further, CONTRACTOR shall use whatever security measures are necessary to protect all such materials, data and information from loss or damage by any cause, including, but not limited to, fire and theft.
- 43.7 CONTRACTOR shall not disclose to any party any information identifying, characterizing or relating to any risk, threat, vulnerability, weakness or problem regarding data security in COUNTY’S computer systems or to any safeguard, countermeasure, contingency plan, policy or procedure for data security contemplated or implemented by COUNTY, without COUNTY’S prior written consent.
- 43.8 The provisions of Sub-sections 43.5, 43.6, and 43.7 shall survive the expiration or termination of this Contract.

#### **44.0 PUBLIC RECORDS ACT**

- 44.1 Any documents submitted by CONTRACTOR, all information obtained in connection with the COUNTY'S right to audit and inspect CONTRACTOR'S documents, books, and accounting records pursuant to Part II, Record Retention and Inspection/Audit Settlement, of this Contract, as well as those documents which were required to be submitted in response to the solicitation process for this Contract, become the exclusive property of the COUNTY. All such documents become a matter of public record and shall be regarded as public records. Exceptions will be those elements in the California Government Code Section 6250 et seq. (Public Records Act) and which are marked "trade secret", "confidential", or "proprietary". The COUNTY shall not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order of court of competent jurisdiction.
- 44.2 In the event the COUNTY is required to defend an action on a Public Records Act request for any of the aforementioned documents, information, books, records, and/or contents of a bid or proposal marked "trade secret", "confidential", or "proprietary", the CONTRACTOR agrees to defend and indemnify the COUNTY from all costs and expenses, including reasonable attorney's fees, in action or liability arising under the Public Records Act.

#### **45.0 PUBLICITY**

- 45.1 The CONTRACTOR shall not disclose any details in connection with this Contract to any person or entity except as may be otherwise provided hereunder or required by law. However, in recognizing the CONTRACTOR'S need to identify its services and related clients to sustain itself, the COUNTY shall not inhibit the CONTRACTOR from publishing its role under this Contract within the following conditions:
- 45.1.1 The CONTRACTOR shall develop all publicity material in a professional manner; and
- 45.1.2 During the term of this Contract, the CONTRACTOR shall not, and shall not authorize another to, publish or disseminate any commercial advertisements, press releases, feature articles, or other materials using the name of the COUNTY without the prior written consent of the County's Project Director. The COUNTY shall not unreasonably withhold written consent.

45.2 The CONTRACTOR may, without the prior written consent of COUNTY, indicate in its proposals and sales materials that it has been awarded this Contract with the County of Los Angeles, provided that the requirements of this Sub-section shall apply.

#### **46.0 RECORD RETENTION AND INSPECTION/AUDIT SETTLEMENT**

46.1 CONTRACTOR shall maintain accurate and complete financial records of its activities and operations relating to this Contract in accordance with generally accepted accounting principles. CONTRACTOR shall also maintain accurate and complete employment and other records relating to its performance of this Contract.

46.2 CONTRACTOR agrees that the COUNTY, or its authorized representatives, the State of California, or its authorized representatives, or the Federal Government, or its authorized representatives, including, but not limited to, the U. S. Comptroller General, shall have access to and the right to examine, audit, excerpt, copy or transcribe any pertinent transaction, activity, or records relating to this Contract. All financial records, supporting documents, statistical records, and all other records pertinent to the award and performance of this Contract, including, but not limited to, all timecards and other employment records and confidential information, shall be kept and maintained by CONTRACTOR at a location in Los Angeles County and shall be made available to COUNTY, State or Federal authorities, during the term of this Contract and either for a period of five (5) years after the expiration of the term of this Contract or for a period of three (3) years from the COUNTY'S final payment under this contract, whichever date is later. If before the expiration of that time period, any litigation, claim, financial management review, or audit is started, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved and final action taken. If such material is located outside of Los Angeles County, then, at COUNTY'S sole option, CONTRACTOR shall pay COUNTY for travel per diem and other costs incurred by COUNTY in exercising its rights under this Section. CONTRACTOR shall maintain all records in accordance with California State records and retention regulations including the provisions of California Department of Social Services Manual, Section 23-353.

46.3 In the event that an audit of the CONTRACTOR is conducted specifically regarding this Contract by any Federal or State auditor, or by any auditor or accountant employed by the CONTRACTOR or otherwise, then the CONTRACTOR shall file a copy of such audit report with the COUNTY'S Auditor-Controller within thirty (30) days of the CONTRACTOR'S receipt thereof, unless otherwise provided by applicable Federal or State law or

under this Contract. Subject to applicable law, the COUNTY shall make a reasonable effort to maintain the confidentiality of such audit report(s).

- 46.4 Failure on the part of the CONTRACTOR to comply with any of the provisions of this Section shall constitute a material breach of this Contract upon which the COUNTY may terminate or suspend this Contract.
- 46.5 If, at any time during the term of this Contract or within five (5) years after the expiration or termination of this Contract, representatives of the COUNTY conduct an audit of the CONTRACTOR regarding the work performed under this Contract, and if such audit finds that the COUNTY'S dollar liability for any such work is less than payments made by the COUNTY to the CONTRACTOR, then the difference shall be either: a) repaid by the CONTRACTOR to the COUNTY by cash payment upon demand or b) at the sole option of the COUNTY'S Auditor-Controller, deducted from any amounts due to the CONTRACTOR from the COUNTY, whether under this Contract or otherwise. If such audit finds that the COUNTY'S dollar liability for such work is more than the payments made by the COUNTY to the CONTRACTOR, then the difference shall be paid to the CONTRACTOR by the COUNTY by cash payment, provided that in no event shall the COUNTY'S maximum obligation for this Contract exceed the funds appropriated by the COUNTY for the purpose of this Contract.

#### **47.0 RECYCLED-CONTENT PAPER**

Consistent with the Board of Supervisors' policy to reduce the amount of solid waste deposited at the COUNTY landfills, the CONTRACTOR agrees to use recycled-content paper to the maximum extent possible on this Contract.

#### **48.0 SAFELY SURRENDERED BABY LAW**

- 48.1 Contractor's Acknowledgement of COUNTY'S Commitment to the Safely Surrendered Baby Law

The CONTRACTOR acknowledges that the COUNTY places a high priority on the implementation of the Safely Surrendered Baby Law. The CONTRACTOR understands that it is the COUNTY'S policy to encourage all COUNTY Contractors to voluntarily post the COUNTY'S "Safely Surrendered Baby Law" poster in a prominent position at the CONTRACTOR'S place of business. The CONTRACTOR will also encourage its Subcontractors, if any, to post this poster in a prominent position in the Subcontractor's place of business. The COUNTY'S Department of Children and Family Services will supply the CONTRACTOR with the poster to be used. Information on how to receive the poster can be found on the Internet at [www.babysafela.org](http://www.babysafela.org).

48.2 Notice to Employees Regarding the Safely Surrendered Baby Law

CONTRACTOR shall notify and provide to its employees, and shall require each Subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is set forth in Exhibit D, Attachment H of this Contract and is also available on the Internet at [www.babysafela.org](http://www.babysafela.org) for printing purposes.

**49.0 SUBCONTRACTING**

- 49.1 The requirements of this Contract may not be subcontracted by the CONTRACTOR **without the advance approval of the COUNTY**. Any attempt by the CONTRACTOR to subcontract without the prior consent of the COUNTY may be deemed a material breach of this Contract.
- 49.2 If the CONTRACTOR desires to subcontract, the CONTRACTOR shall provide the following information promptly at the COUNTY'S request:
- 49.2.1 A description of the work to be performed by the Subcontractor;
  - 49.2.2 A draft copy of the proposed subcontract; and
  - 49.2.3 Other pertinent information and/or certifications requested by the COUNTY.
- 49.3 CONTRACTOR shall indemnify and hold the COUNTY harmless with respect to the activities of each and every Subcontractor in the same manner and to the same degree as if such Subcontractor(s) were CONTRACTOR employees.
- 49.4 CONTRACTOR shall remain fully responsible for all performances required of it under this Contract, including those that the CONTRACTOR has determined to subcontract, notwithstanding the COUNTY'S approval of the CONTRACTOR'S proposed subcontract.
- 49.5 COUNTY'S consent to subcontract shall not waive the COUNTY'S right to prior and continuing approval of any and all personnel, including Subcontractor employees, providing services under this Contract. The CONTRACTOR is responsible to notify its Subcontractors of this COUNTY right.

- 49.6 COUNTY'S Program Manager is authorized to act for and on behalf of the COUNTY with respect to approval of any subcontract and Subcontractor employees.
- 49.7 CONTRACTOR shall obtain the following from each Subcontractor before any Subcontractor employee may perform any work under any subcontract to this Contract. CONTRACTOR shall maintain and make available upon request of Program Manager all the following documents:
- 49.7.1 An executed Exhibit D, Attachment C-2, "CONTRACTOR'S Employee Acknowledgment and Confidentiality Agreement", executed by each Subcontractor and each of Subcontractor's employees approved to perform work hereunder.
- 49.7.2 Certificates of Insurance which establish that the Subcontractor maintains all the programs of insurance required by Part I, Unique Terms and Conditions, Section 6.0, INSURANCE REQUIREMENTS, subsection 6.2, Insurance Coverage Requirements, of this Contract, and
- 49.7.3 The Tax Identification Number of the subcontracting agency to be placed on the signature page of the subcontract. This Tax Identification Number shall not be identical to the CONTRACTOR'S Tax Identification Number.
- 49.8 CONTRACTOR shall provide Program Manager with copies of all executed subcontracts after Program Manager's approval.
- 49.9 No subcontract shall alter in any way any legal responsibility of CONTRACTOR to COUNTY. CONTRACTOR shall remain responsible for any and all performance required of it under this Contract, including, but not limited to, the obligation to properly supervise, coordinate, and perform all work required hereunder.
- 49.10 Notwithstanding any other provision of this Contract, the parties do not in any way intend that any person or entity shall acquire any rights as a third party beneficiary of this Contract.
- 49.11 CONTRACTOR shall be solely liable and accountable for any and all payments and other compensation to all Subcontractor's engaged hereunder and their officers, employees, and agents. COUNTY shall have no liability or responsibility whatsoever for any payment or other compensation for any Subcontractors or their officers, employees, and agents.

## **50.0 TERMINATION FOR CONTRACTOR'S DEFAULT**

50.1 COUNTY may, by written notice to the CONTRACTOR, terminate the whole or any part of this Contract, if, in the judgment of COUNTY'S Program Manager:

50.1.1 CONTRACTOR has materially breached this Contract;

50.1.2 CONTRACTOR fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required under this Contract; or

50.1.3 CONTRACTOR fails to demonstrate a high probability of timely fulfillment of performance requirements under this Contract, or of any obligations of this Contract and in either case, fails to demonstrate convincing progress toward a cure within five (5) working days (or such longer period as the COUNTY may authorize in writing) after receipt of written notice from the COUNTY specifying such failure.

50.2 In the event COUNTY terminates this Contract in whole or in part as provided in Sub-section 50.1, the COUNTY may procure, upon such terms and in such manner, as COUNTY may deem appropriate, services similar to those so terminated. CONTRACTOR shall be liable to the COUNTY for any and all excess cost incurred by the COUNTY, as determined by the COUNTY, for such similar goods and services. The CONTRACTOR shall continue the performance of this Contract to the extent not terminated under the provisions of this Section.

50.3 Except with respect to defaults of any Subcontractor, the CONTRACTOR shall not be liable for any such excess costs of the type identified in Sub-section 50.2 if its failure to perform this Contract arises out of causes beyond the control and without the fault or negligence of the CONTRACTOR. Such causes may include, but are not limited to: acts of God or of the public enemy, acts of the COUNTY in either its sovereign or contractual capacity, acts of Federal or State governments in their sovereign capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of the CONTRACTOR. If the failure to perform is caused by the default of a Subcontractor, and if such default arises out of causes beyond the control of both the CONTRACTOR and Subcontractor, and without the fault or negligence of either of them, the CONTRACTOR shall not be liable for any such excess costs for failure to perform, unless the goods or services to be furnished by the Subcontractor were obtainable

from other sources in sufficient time to permit the CONTRACTOR to meet the required performance schedule. As used in this Sub-section, the terms "Subcontractor" and "Subcontractors" mean Subcontractor(s) at any tier.

- 50.4 If, after the COUNTY has given notice of termination under the provisions of this Section, it is determined by the COUNTY that the CONTRACTOR was not in default under the provisions of this Section or that the default was excusable under the provisions of Sub-section 50.3, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Part II, Standard Terms and Conditions, Section 51.0 Termination for Convenience.
- 50.5 In the event the COUNTY terminates this Contract in its entirety due to the CONTRACTOR'S default as provided in Sub-section 50.1, the CONTRACTOR and the COUNTY agree that the COUNTY will have actual damages, which are extremely difficult to calculate and impracticable to fix and which will include, but are not limited to, the COUNTY'S costs of procurement of replacement services and costs incurred due to delays in procuring such services. Therefore, the CONTRACTOR and the COUNTY agree that the COUNTY shall, at its sole option and in lieu of the provisions of Sub-section 50.2, be entitled to liquidated damages from the CONTRACTOR, pursuant to California Civil Code Section 1671, in the amount of Five Thousand Dollars (\$5,000) or five percent (5%) of the applicable year's Contract sum, whichever is less, as equitable compensation to the COUNTY for such actual damages. This amount of liquidated damages shall be either paid by the CONTRACTOR to the COUNTY by cash payment upon demand or, at the sole discretion of COUNTY, or designee, deducted from any amounts due to the CONTRACTOR by the COUNTY, whether under this Contract or otherwise.
- 50.5.1 These liquidated damages shall be in addition to any credits, which the COUNTY is otherwise entitled to under this Contract, and the CONTRACTOR'S payment of these liquidated damages shall not in any way change, or affect the provisions of Part I, Unique Terms and Conditions, Section 12.0 Indemnification.
- 50.6 The rights and remedies of the COUNTY provided in this Section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

## **51.0 TERMINATION FOR CONVENIENCE**

- 51.1 This Contract may be terminated, in whole or in part, from time to time, when such action is deemed by the COUNTY, in its sole discretion, to be in its best interest. Termination of work hereunder shall be effected by notice of termination to CONTRACTOR specifying the extent to which performance of work is terminated and the date upon which such termination becomes effective. The date upon which such termination becomes effective shall be no less than ten (10) Days after the notice is sent.
- 51.2 After receipt of a Notice of Termination and except as otherwise directed by COUNTY, the CONTRACTOR shall:
- 51.2.1 Stop work under this Contract on the date and to the extent specified in such notice, and
- 51.2.2 Complete performances of such part of the work as shall not have been terminated by such notice.
- 51.3 All material including books, records, documents, or other evidence bearing on the costs and expenses of the CONTRACTOR under this Contract shall be maintained by the CONTRACTOR in accordance with Part II, Standard Terms and Conditions, Section 46.0, Record Retention and Inspection/Audit Settlement.

## **52.0 TERMINATION FOR IMPROPER CONSIDERATION**

- 52.1 COUNTY may, by written notice to CONTRACTOR, immediately terminate the right of the CONTRACTOR to proceed under this Contract if it is found that consideration, in any form, was offered or given by the CONTRACTOR, either directly or through an intermediary, to any COUNTY officer, employee or agent with the intent of securing this Contract or securing favorable treatment with respect to the award, amendment or extension of this Contract or the making of any determinations with respect to the CONTRACTOR'S performance pursuant to this Contract. In the event of such termination, the COUNTY shall be entitled to pursue the same remedies against CONTRACTOR as it could pursue in the event of default by the CONTRACTOR.
- 52.2 CONTRACTOR shall immediately report any attempt by a COUNTY officer or employee to solicit such improper consideration. The report shall be made either to the COUNTY manager charged with the supervision of the employee or to the COUNTY Auditor-Controller's Employee Fraud Hotline at (800) 544-6861.

52.3 Among other items, such improper consideration may take the form of cash, discounts, service, the provision of travel or entertainment, or tangible gifts.

### **53.0 TERMINATION FOR INSOLVENCY**

53.1 COUNTY may terminate this Contract forthwith in the event of the occurrence of any of the following:

53.1.1 Insolvency of the CONTRACTOR. The CONTRACTOR shall be deemed to be insolvent if it has ceased to pay its debts for at least sixty (60) Days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the Federal Bankruptcy Code and whether or not the CONTRACTOR is insolvent within the meaning of the Federal Bankruptcy Code;

53.1.2 The filing of a voluntary or involuntary petition regarding the CONTRACTOR under the Federal Bankruptcy Code;

53.1.3 The appointment of a Receiver or Trustee for the CONTRACTOR;  
or

53.1.4 The execution by the CONTRACTOR of a general assignment for the benefit of creditors.

53.2 The rights and remedies of the COUNTY provided in this Section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

### **54.0 TERMINATION FOR NON-ADHERENCE OF COUNTY LOBBYIST ORDINANCE**

CONTRACTOR and each COUNTY lobbyist or COUNTY lobbying firm, as defined in County Code 2.160.010, retained by CONTRACTOR, shall fully comply with the COUNTY'S Lobbyist Ordinance, County Code Chapter 2.160. Failure on the part of CONTRACTOR or any COUNTY lobbyist or COUNTY lobbying firm retained by the CONTRACTOR to fully comply with the COUNTY'S Lobbyist Ordinance shall constitute a material breach of this Contract, upon which the COUNTY may, in its sole discretion, immediately terminate or suspend this Contract.

## **55.0 TERMINATION FOR NON-APPROPRIATION OF FUNDS**

Notwithstanding any other provision of this Contract, the COUNTY shall not be obligated for the CONTRACTOR'S performance hereunder or by any provision of this Contract during any of the COUNTY'S future fiscal years unless and until the COUNTY'S Board of Supervisors appropriates funds for this Contract in the COUNTY'S Budget for each such future fiscal year. In the event that funds are not appropriated for this Contract, then this Contract shall terminate as of June 30 of the last fiscal year for which funds were appropriated. The COUNTY shall notify the CONTRACTOR in writing of any such non-allocation of funds at the earliest possible date.

## **56.0 VALIDITY**

If any provision of this Contract or the application thereof to any person or circumstance is held invalid, the remainder of this Contract and the application of such provision to other persons or circumstances shall not be affected thereby.

## **57.0 WAIVER**

No waiver by the COUNTY of any breach of any provision of this Contract shall constitute a waiver of any other breach or of such provision. Failure of the COUNTY to enforce at any time, or from time to time, any provision of this Contract shall not be construed as a waiver thereof. The rights and remedies set forth in this Section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

## **58.0 WARRANTY AGAINST CONTINGENT FEES**

58.1 CONTRACTOR warrants that no person or selling agency has been employed or retained to solicit or secure this Contract upon any Contract or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the CONTRACTOR for the purpose of securing business.

58.2 For breach of this warranty, the COUNTY shall have the right to terminate this Contract and, at its sole discretion, deduct from the Contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

## **59.0 WARRANTY AGAINST EXCLUSION, DEBARMENT OR SUSPENSION**

CONTRACTOR certifies that neither it nor its principals are presently debarred, excluded suspended, or proposed for debarment, or otherwise declared ineligible from participation in this Contract by any governmental department or agency. CONTRACTOR must notify COUNTY Program Manager within 30 days if debarred, excluded or suspended by any governmental entity during the Contract period.

**COUNTY OF LOS ANGELES  
DEPARTMENT OF CHILDREN AND FAMILY SERVICES  
MASTER CONTRACT  
FOR  
TRANSITIONAL HOUSING PLACEMENT PROGRAM (THPP)**

IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Master Contract to be subscribed on its behalf by the Director of the Department of Children and Family Services and the CONTRACTOR has subscribed the same through its authorized officers, as of the day, month and year first above written. The persons signing on behalf of the CONTRACTOR warrant under penalty of perjury that they are authorized to bind the CONTRACTOR.

COUNTY OF LOS ANGELES

CONTRACTOR

By: \_\_\_\_\_  
Patricia S. Ploehn, LCSW, Director  
Department of Children and  
Family Services

\_\_\_\_\_  
Name of Agency

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

\_\_\_\_\_  
Tax Identification Number

APPROVED AS TO FORM:

BY THE OFFICE OF COUNTY COUNSEL  
RAYMOND G. FORTNER, JR., County Counsel

BY  \_\_\_\_\_  
Kathy Bramwell, Principal Deputy County Counsel

County of Los Angeles  
Department of Children and Family Services  
TRANSITIONAL HOUSING PLACEMENT PROGRAM  
EXHIBIT A: STATEMENT OF WORK

**TRANSITIONAL HOUSING PLACEMENT PROGRAM (THPP)**

**STATEMENT OF WORK**

# TRANSITIONAL HOUSING PLACEMENT PROGRAM (THPP)

## STATEMENT OF WORK

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## **EXHIBITS**

- A1** Transitional Independent Living Plan
- A2** THPP Agency Placement Agreement
- A3** Declaration In Support Of Access To Juvenile Court Records
- A4** THPP Placement Information and Authorization Form
- A5** THPP Unit Verification Form
- A6** THPP Furniture Inventory Form
- A7** THPP Participant Occupancy Form
- A8** THPP Mandatory Orientation Checklist
- A9** Foster Youth Bill Of Rights
- A10** THPP Personal Rights
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- A13** THPP Monthly Allowance Log
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- A15** Administration of Psychotropic/Anti-Seizure Medication Form
- A16** THPP Medication Disposition Log
- A17** THPP Participants Medication Log
- A18** THPP Daily Educational Log
- A19** Special Incident Reporting Guide for Residential Facilities
- A20** THPP Monthly Report
- A21** THPP Participant's Monthly Survey
- A22** THPP Declaration of Compliance
- A23** THPP Certified Employee/Volunteers Report
- A24** THPP Quarterly Report
- A25** THPP Annual Report
- A26** THPP Decertification Report
- A27** Special Incident Report
- A28** Confidentiality Issues
- A29** THPP Entry Assessment
- A30** THPP Bi-Annual Assessment
- A31** THPP Exit Assessment
- A32** Legal Rights of Teens in Out of Home Care

- A33** THPP Background Summary
- A34** Ansell-Casey Life Skills Assessment
- A35** THPP Contract Regarding Participant's and Provider's Rights and Responsibilities

## STATEMENT OF WORK

### 1.0 PREAMBLE

For over a decade, the County has collaborated with its community partners to enhance the capacity of the health and human services system to improve the lives of children and families. These efforts require, as a fundamental expectation, that the County's contracting partners share the County and community's commitment to provide health and human services that support achievement of the County's vision, goals, values, and adopted outcomes. Key to these efforts is the integration of service delivery systems and the adoption of the Customer Service and Satisfaction Standards.

The County of Los Angeles' Vision is to improve the quality of life in the County by providing responsive, efficient, and high quality public services that promote the self-sufficiency, well-being and prosperity of individuals, families, business and communities. This philosophy of teamwork and collaboration is anchored in the shared values of:

- |                   |                         |
|-------------------|-------------------------|
| ➤ Responsiveness  | ➤ Integrity             |
| ➤ Professionalism | ➤ Commitment            |
| ➤ Accountability  | ➤ A Can Do Attitude     |
| ➤ Compassion      | ➤ Respect for Diversity |

These shared values are encompassed in the County Mission to enrich lives through effective and caring service and the County Strategic Plan's eight goals: 1) Service Excellence; 2) Workforce Excellence; 3) Organizational Effectiveness; 4) Fiscal Responsibility; 5) Children and Families' Well-Being; 6) Community Services; 7) Health and Mental Health; and 8) Public Safety. Improving the well-being of children and families requires coordination, collaboration, and integration of services across functional and jurisdictional boundaries, by and between County departments/agencies, and community and contracting partners.

The basic conditions that represent the well-being we seek for all children and families in Los Angeles County are delineated in the following five outcomes, adopted by the Board of Supervisors in January 1993.

- Good Health;
- Economic Well-Being;
- Safety and Survival;
- Emotional and Social Well-Being; and
- Education and Workforce Readiness.

Recognizing no single strategy - in isolation - can achieve the County's outcomes of well-being for children and families, consensus has emerged among County and community leaders that making substantial improvements in integrating the County's health and human services system is necessary to significantly move toward achieving these outcomes. The County has also established the following values and goals for guiding this effort to integrate the health and human services delivery system:

- Families are treated with respect in every encounter they have with the health, educational, and social services systems.
- Families can easily access a broad range of services to address their needs, build on their strengths, and achieve their goals.
- There is no "wrong door": wherever a family enters the system is the right place.
- Families receive services tailored to their unique situations and needs.
- Service providers and advocates involve families in the process of determining service plans, and proactively provide families with coordinated and comprehensive information, services, and resources.
- The County service system is flexible, able to respond to service demands for both the Countywide population and specific population groups.
- The County service system acts to strengthen communities, recognizing that just as individuals live in families, families live in communities.
- In supporting families and communities, County agencies work seamlessly with public and private service providers, community-based organizations, and other community partners.
- County agencies and their partners work together seamlessly to demonstrate substantial progress towards making the system more strength-based, family-focused, culturally-competent, accessible, user friendly, responsive, cohesive, efficient, professional, and accountable.
- County agencies and their partners focus on administrative and operational enhancements to optimize the sharing of information, resources, and best practices while also protecting the privacy rights of families.
- County agencies and their partners pursue multi-disciplinary service delivery, a single service plan, staff development opportunities, infrastructure enhancements, customer service and satisfaction evaluation, and revenue maximization.

- County agencies and their partners create incentives to reinforce the direction toward service integration and a seamless service delivery system.
- The County human service system embraces a commitment to the disciplined pursuit of results accountability across systems. Specifically, any strategy designed to improve the County human services system for children and families should ultimately be judged by whether it helps achieve the County's five outcomes for children and families: good health, economic well-being, safety and survival, emotional and social well-being, and education and workforce readiness.

The County, its clients, contracting partners, and the community will continue to work together to develop ways to make County services more accessible, customer friendly, better integrated, and outcome-focused. Several departments have identified shared themes in their strategic plans for achieving these goals including: making an effort to become more consumer/client-focused; valuing community partnerships and collaborations; emphasizing values and integrity; and using a strengths-based and multi-disciplinary team approach. County departments are also working to provide the Board of Supervisors and the community with a better understanding of how resources are being utilized, how well services are being provided, and what are the results of the services: is anyone better off?

The County of Los Angeles health and human service departments and their partners are working together to achieve the following ***Customer Service And Satisfaction Standards*** in support of improving outcomes for children and families.

#### Personal Service Delivery

The service delivery team – staff and volunteers – will treat customers and each other with courtesy, dignity, and respect.

- Introduce themselves by name
- Listen carefully and patiently to customers
- Be responsive to cultural and linguistic needs
- Explain procedures clearly
- Build on the strengths of families and communities

#### Service Access

Service providers will work proactively to facilitate customer access to services.

- Provide services as promptly as possible
- Provide clear directions and service information
- Outreach to the community and promote available services
- Involve families in service plan development
- Follow-up to ensure appropriate delivery of services

Service Environment

Service providers will deliver services in a clean, safe, and welcoming environment, which supports the effective delivery of services.

- Ensure a safe environment
- Ensure a professional atmosphere
- Display vision, mission, and values statements
- Provide a clean and comfortable waiting area
- Ensure privacy
- Post complaint and appeals procedures

The basis for all County health and human services contracts is the provision of the highest level of quality services that support improved outcomes for children and families. The County and its contracting partners must work together and share a commitment to achieve a common vision, goals, outcomes, and standards for providing services.

## **2.0 INTRODUCTION**

The Transitional Housing Placement Program (THPP) was created as a result of AB 1198 (Chapter 799, Statutes of 1993) and amended by AB 427 (Chapter 125, Statutes of 2001).

The purpose of THPP is to provide selected independent living opportunities for eligible Participants to practice life skills in a safe environment to ease the transition from dependence to self-sufficiency through supervised housing and supportive services. THPP services are available Countywide and provide THPP Participants the opportunity to live in a furnished unit, with supervision and support services such as:

- Educational and transportation assistance,
- Employment assistance and goal setting,
- Life and socialization skills, health and safety training,
- Housekeeping and nutritional food preparation training,
- Food, clothing and personal care allowances,
- Money management and budget training, and
- Affordable housing

DCFS and Probation have established the following priorities for THPP Participants: (1) Safety and (2) Well-Being/Education.

**Safety:** Safety is defined as freedom from abuse (non-accidental injury) and neglect (unwilling or unable to meet the Participant's needs). The Performance Measure Summary and Service Tasks addressing this priority in a THPP setting are found in this SOW, Part C, Section 1.0.

**Well-Being/Education:** This priority in this SOW refers to educational, emancipation preparation, medical, dental, psychological, and psychiatric well-being as well as a number of other items especially relevant to a THPP setting. The Performance Measure Summary and Service Tasks addressing this priority are found in this SOW, Part C, Section 2.0.

CONTRACTOR shall provide services including but not limited to, those necessary to accomplish the goals and correct any deficiencies listed in the Participant's Transitional Independent Living Plan (TILP) (Exhibit A1).

## **3.0 DEFINITIONS**

Definitions in the SOW are incorporated in the THPP Master Contract, Part I, Unique Terms and Conditions, Section 1.0, Applicable Documents and Defined Terms, Sub-section 1.5.

#### 4.0 DEPARTMENTAL MISSION STATEMENT

The Department of Children and Family Services (DCFS), THPP will assist 16 through 18 years old foster youth (up to but not 19 years old) to transition successfully from the foster care system.

DCFS and our community partners will ensure our youth receive their high school diploma or its equivalent; attend college or a vocational training program, secure employment, and obtain affordable housing prior to their transition from the foster care system.

#### 5.0 SERVICE DELIVERY SITES

CONTRACTORS, THPP Units, and services shall be located within the eight Service Planning Areas (SPAS) throughout Los Angeles County, and identified in Exhibit A, Attachment I.

#### 6.0 STAFFING RATIOS & QUALIFICATIONS

6.1 At all times CONTRACTOR shall maintain at a minimum the following staffing ratios:

- I. One (1) part-time **Program Director** that meets the qualifications set forth in Section 6.2.1 below;
- II. One (1) full-time **Social Work Supervisor** that meets the qualifications set forth in Section 6.2.2 below for every eight (8) social workers or fraction thereof;
- III. One (1) full-time **Social Worker** that meets the qualifications set forth in Section 6.2.3 below, for every 25 THPP Participants or fraction thereof in placement;
- IV. One (1) full-time **Direct Care Staff** that meets the qualifications set forth in Section 6.2.4 below, for every 10 THPP Participants or fraction thereof in placement.

All THPP personnel including but not limited to volunteers, licensee and Direct Care Staff shall be required to report suspected child abuse and neglect to COUNTY as well as CDSS/CCLD. Additionally, all THPP personnel including but not limited to all volunteers, licensee and Direct Care Staff shall sign a statement acknowledging their reporting responsibilities.

## 6.2 Minimum Qualifications

6.2.1 CONTRACTOR'S **Program Director** shall possess the following minimum qualifications prior to employment:

- Possess a Master's Degree from an accredited or state-approved graduate school as defined in Section 94301 of the Education code, in social work or social welfare, marriage, family and child counseling, counseling psychology or human service degree AND a minimum of three (3) years documented experience in the field of child or family services, two (2) years of which must have been in an administrative or managerial position.

### Or

- Possess a Bachelor's Degree in a behavioral science from an accredited college or university AND a minimum of five (5) years of experience in the field of child or family services two (2) of which must have been in an administrative or managerial position.

6.2.2 Contractor's **Social Work Supervisor(s)** shall possess the following minimum qualifications prior to employment:

- a) A Master's Degree from an accredited or State approved graduate school, as defined in Section 94301 of the Education Code, in one or more of the following areas:
  - Social work or social welfare,
  - Marriage, family and counseling,
  - Child psychology, child development,
  - Counseling psychology, social psychology,
  - Clinical psychology or Educational psychology, consistent with the scope of practice as described in Section 4986.10 of the Business and Professions Code,
  - Education with a counseling emphasis, or
  - Equivalent Master's Degree in human services or behavioral science degree acceptable to CDSS.

### **And All of the Following:**

- At least three (3) semester units or 100 days of internship, field practice or experience in public or private social service agency setting at the Master's Degree level,

- At least nine (9) semester units of coursework related to children and families or 18 months experience working with children and families,
- At least three (3) semester units related to working with minority populations; six (6) months of experience working with minority populations; or six (6) months in-service training in working with minority populations within the first year of employment as a condition of employment,
- At least three (3) semester units in child welfare, or two (2) years experience in a public or private child welfare social services setting.

**AND**

- Three (3) years of full-time social work or casework employment in the field of family or child welfare services.

b) CONTRACTOR shall ensure that if a Social Work Supervisor carries a caseload, then Social Work Supervisor shall not be located more than two hours travel by automobile from the THPP Participant(s) in their caseload.

6.2.3 CONTRACTOR's **Social Worker(s)** shall possess the following minimum qualifications **prior** to employment:

- a) A Masters Degree from an accredited or state approved graduate school, as defined in Section 94301 of the Education Code, in one of the following areas:
- Social work or social welfare,
  - Marriage, family and child counseling,
  - Child psychology, child development,
  - Counseling psychology, social psychology,
  - Clinical psychology or Educational psychology, consistent with the scope of practice as described in Section 4986.10 of the Business and Professional Code,
  - Education with an emphasis on counseling, or Equivalent Master's Degree in human services or behavioral science degree as determined by the State.

**AND all of the Following**

- At least three (3) semester units or 100 days of field practice or experience in a public or private social service agency setting at the Master's Degree level,
- At least nine (9) semester units of coursework related to children and families or 18 months of experience working with children and families,
- At least three (3) semester units in working with minority populations or six (6) months of experience in working with minority populations or six months in-service training in working with minority populations within the first year of employment as a condition of employment, and,
- At least three (3) semester units in child welfare, or two (2) years of experience in a public or private child welfare social services setting.

b) CONTRACTOR shall ensure that Social Work staff are located no more than two hours travel time by automobile from the THPP Participant(s) on their caseload.

6.2.4 CONTRACTOR's **Direct Care Staff** shall possess the following minimum qualifications:

a) A Bachelor's Degree in Sociology, Psychology or closely related field AND at least six months experience working with teens.

**OR**

An Associate's Degree in Psychology, Sociology, Child Development or closely related field or 60 semester units/credits with at least 15 semester units/credits in Psychology, Sociology, Child Development or closely related field **AND** two-years experience providing training, counseling, tutoring, or case-management to foster/probation or other at-risk youth.

b) Direct Care Staff shall be available to Participants 24 hours a day and 7 days per week. COUNTY Program Manager may require CONTRACTOR to provide additional Direct Care Staff as s/he deems necessary.

6.2.5 CONTRACTOR'S **volunteer** staff shall possess all of the minimum qualifications required in this Contract appropriate to the work they perform. Additionally all volunteers are subject to the same rules and regulations as paid staff.

Only employees/volunteers that have been approved by COUNTY Program Manager and certified by CONTRACTOR shall have direct contact with THPP Participants. CONTRACTOR shall immediately

prohibit all decertified employees/volunteers that the COUNTY Program Manager has determined inappropriate, from having further contact with THPP Participants. Prior to any direct contact with THPP Participants, each employee/volunteer must have COUNTY approval and CONTRACTOR certification.

6.2.6 CONTRACTOR agrees to certify, train, and monitor staff and volunteers who will provide direct services/support to THPP Participants.

6.2.6.1 Certification and Training

CONTRACTOR shall certify and train all staff having direct contact with THPP Participants in compliance with CDSS Title 22 regulations Section 84065.

CONTRACTOR shall ensure that all THPP Direct Care staff are trained in CPR and First Aid, and shall maintain an age appropriate certification in CPR from persons qualified to provide such training. CONTRACTOR shall maintain proof of successful completion of CPR and First Aid Training and valid Certification in staff's personnel records.

6.2.6.2 Monitoring

In the event the CONTRACTOR becomes aware of a criminal complaint filed against any employee or volunteer or allegation of child endangerment made within the scope of their employment with the CONTRACTOR, the CONTRACTOR agrees to immediately notify the COUNTY Program Manager. The COUNTY Program Manager shall review the allegations and/or complaint to determine whether it would be inappropriate for the person to continue to be employed by or serve as a volunteer for the CONTRACTOR. If the County Program Manager determines that it is inappropriate for the person to continue to work with THPP Participants, the CONTRACTOR shall immediately preclude the employee or volunteer from having any further contact whatsoever with Participants.

For each employee/volunteer, CONTRACTOR shall submit to the COUNTY Program Manager verification of fingerprinting clearances, Child Abuse Index clearance, and CONTRACTOR's employee certification PRIOR to the staff commencing work with the THPP youth.

## **7.0 PROGRAM MANAGEMENT REQUIREMENTS**

The COUNTY shall provide a County Program Manager (CPM) to coordinate the delivery of services of this Contract with the Contract Program Director (CPD).

- 7.1 The COUNTY Program Manager is responsible for, but not limited to, monitoring CONTRACTOR's day-to-day activities, providing technical assistance to ensure that CONTRACTOR satisfies the Contract requirements, and providing programmatic support to CONTRACTOR.

COUNTY's Program Manager:

Rosalind Pariot  
County of Los Angeles  
Department of Children and Family Services  
Youth Development Services Division  
3530 Wilshire Blvd. 4<sup>th</sup> floor  
Los Angeles, CA 90010

Telephone (213) 351-0121  
Fax: (213) 637-0036

- 7.2 COUNTY's Program Manager and/or designee(s) is not authorized to make any changes to any of the terms and conditions of this Contract and is not authorized to further obligate COUNTY in any respect whatsoever.
- 7.3 The COUNTY Program Manager is solely responsible for referring all eligible THPP Participants to CONTRACTOR.
- 7.4 CONTRACTOR shall not accept any THPP Participant for placement without Program Manager's written authorization.

## **8.0 COUNTY'S GENERAL RESPONSIBILITIES**

- 8.1 A DCFS' Children Social Worker (CSW) or a Probation Department's Deputy Probation Officer (DPO) as appropriate, will provide the following information to CONTRACTOR following a THPP placement:

- 8.1.1 COUNTY CSW/DPO will provide CONTRACTOR a case plan and current Transitional Independent Living Plan (TILP) for the participant upon initial placement. Any subsequent case plan or TILP updates will be completed in collaboration with the CONTRACTOR; the CSW/DPO will include pertinent information received verbally and in writing from the CONTRACTOR. The CSW/DPO is solely responsible for initiating and completing case plans and TILP updates. The CSW/DPO will provide the CONTRACTOR a copy of the case plan and TILP updates.

- 8.1.2 COUNTY CSW/DPO at the time of placement, will provide CONTRACTOR with parental or court consent for the child's medical care, participation in recreation activities and participation in school activities. Additional consent will be obtained and provided by the CSW/DPO as needed.
  - 8.1.3 COUNTY CSW/DPO will also provide the CONTRACTOR an Agency Placement Agreement (Exhibit A-2) for each THPP Participant placed with CONTRACTOR. CONTRACTOR shall file the Agency Placement Agreement in the THPP Participant's Record Folder within one business day of Participant's placement.
  - 8.1.4 COUNTY CSW/DPO at the time of placement, will provide CONTRACTOR with the participant's Medi-Cal card, Medical and Education Records or the Health and Education Passport Binder.
  - 8.1.5 COUNTY CSW/DPO will continue to provide case management services supervision. Court reports submitted to the Juvenile Court shall be completed with input from the participant and the THPP provider. The CSW/DPO shall approve adult visitors (19 years and older), and provide a list to the THPP provider at the time of placement and updates as required. Monthly visits to the participant by the CSW/DPO shall be on-going throughout the participant's tenure in the THPP.
- 8.2 The CSW/DPO shall be responsible for transporting Participants to court when required

## **9.0 CONTRACTOR'S RESPONSIBILITIES**

- 9.1 CONTRACTOR Program Director shall be responsible for the operation of the THPP and for the daily oversight of the CONTRACTOR's THPP activities. Responsibilities include but are not limited to appointing and dismissing staff, organizing and administering training for all staff. The Contractor Program Director is listed in the THPP Master Contract, Exhibit D, Attachments, Attachment I.
- 9.2 CONTRACTOR'S Program Director shall be responsible for ensuring that each Participant's TILP (Exhibit A-1) is followed and goals are obtained.
- 9.3 CONTRACTOR shall notify COUNTY Program Manager prior to any change in CONTRACTOR Program Director.
- 9.4 CONTRACTOR shall maintain communication with the CSW/DPO and provide information regarding participant's progress/deficiencies and TILP goal attainment.

- 9.5 CONTRACTOR Program Director shall maintain contact and work with the COUNTY's Program Manager as necessary to ensure the requirements of this Contract are met.
- 9.6 CONTRACTOR Program Director is responsible to ensure that all reports are submitted to the County Program Manager as required.
- 9.7 CONTRACTOR Program Director shall be present in the THPP facility a minimum of 20 hours per week during normal business hours (Monday-Friday from 8:00 A.M. to 5:00 P.M.).
- 9.7.1 At all other times, when the CONTRACTOR Program Director is absent from the THPP facility, there shall be coverage by the CONTRACTOR Program Director's designee. If the designee does not meet the administrator's qualifications, there shall be immediate access to the CONTRACTOR Program Director. The designee shall have:
- Knowledge of the THPP operations.
  - Training in programs provided by the THPP.
  - Authority to correct deficiencies that constitute immediate threats to the health and safety of THPP Participants.
- 9.8 CONTRACTOR Program Director shall be available to COUNTY Program Manager or participants 24-hours a day, seven days a week. CONTRACTOR shall provide a contact number for use after normal business hours (Monday through Friday from 8:00 A.M. to 5:00 P.M.), on weekends and COUNTY holidays. CONTRACTOR shall respond within one (1) hour of being contacted.
- 9.9 CONTRACTOR Program Director shall ensure the qualified Social Work personnel are available to respond to any emergency regarding a participant, 24 hours a day, seven days a week.
- 9.10 CONTRACTOR's Social Work Supervisor shall be responsible for, but not limited to the following:
- 9.10.1 Orientation and training of new Social Work personnel.
- 9.10.2 Review and oversight of assigned Social Work personnel to ensure compliance with applicable laws, regulations, policies and procedures.
- 9.11 Social Work personnel shall be responsible for, but not limited to the following:

- 9.11.1 Evaluation and assessment of the eligible youth for participation in the THPP program.
  - 9.11.2 Supervision of the placement of the participants in the THPP Unit.
  - 9.11.3 Development and updating the needs and services plan of THPP participants.
  - 9.11.4 Provision of support services to THPP participants.
- 9.12 CONTRACTOR shall include the principles of the Child Welfare League Initiative, and Positive Youth Development in their program models.
- 9.12.1 Participants are encouraged to visit with parents, siblings, extended family and friends to promote human growth and development. The family provides nurturance and self-esteem to the youth to develop maximum potential to become self-sufficient and confident young adults transitioning from the foster care system. Family support, mentors and friends play a large part in assisting the foster/probation youth to become a thriving and vital member of society.
  - 9.12.2 The THPP is a positive youth development for foster and probation youth 16-18 years old currently supervised by the Child Welfare System. The THPP provides independent living to obtain daily living skills prior to transitioning from the foster care system.
- 9.13 Contractor shall provide the following service components in their program.
- 9.13.1 Transitional Independent Living Plan:
    - Education - related costs, tuition and scholarships
    - High school graduation expenses
    - Work-related costs like clothing, tools, union dues, vocational and educational assessments
    - ILP life skills training classes
    - Financial aid workshops
    - Computer classes
    - Youth conferences
    - Participation in youth events like Celebration 1, 11 and Success is our future.
  - 9.13.2 Health Care Agency:

Most children in foster care are automatically eligible for free Full-Scope Medical regardless of their immigration status via AFDC-FC. Foster care youth who remain in foster care on their 18<sup>th</sup> birthday

may receive Medi-cal until their 21<sup>st</sup> birthday under the Former Foster Care Children (FFCC) program.

9.13.3 Foster Care Services:

- Complete the TILP
- Learn life skills in Early Start (ESTEP)
- Emancipation Preparation Goal Contract and other Planning Resources
- Makin' It - Participate in Independent Living classes
- Job Readiness Training - Prepare for the work world
- Success=Rewards. You can receive cash rewards for reaching your goals.

9.13.4 Community and Public Partners:

- California Youth Connection (CYC)
- Casey Family Programs (CFP)
- Casey Lie Skills
- Fatherless Hotline - (1-877-716-8000)
- Foster Care Ombudsman Program
- Foster Club
- National Center for Youth Law
- One Source California
- Orphan Foundation of America
- The Alliance for Children's Rights

9.14 CONTRACTOR shall notify DCFS Foster Care Hotline at (800) 697- 4444 within 24 hours whenever a participant is moved from one site/home to another or a child leaves the CONTRACTOR's program.

9.15 CONTRACTOR hereby agrees to comply with any changes in the legislation regarding THPP and any regulations made by CDSS, and shall incorporate the changes into their programs.

## **10.0 REFERRAL AND SCREENING PROCESS BY ILP AND PROVIDER**

10.1 Youth may participate in the THPP with the permission of the Independent Living Program and the CSW/DPO. Only the CSW/DPO or independent living transition coordinator may initiate a referral to the THPP.

10.2 Referrals are screened by the COUNTY Program Manager (CPM). The CSW/DPO shall provide the following documents to the CPM to determine if the youth meets the eligibility criteria of the THPP

- THPP Application.
- Current Quarterly report from group home or letter from other placement (relative placement or foster home).

- Current psychological evaluation or letter from CSW/DPO if Participant does not require this evaluation. Provide significant mental health information.
  - Current Status Review/Court Report including the TILP, the Case Plan/Case Plan update and Needs and Services Plan.
  - Copy of the Individualized Educational Plan.
  - Copy of the Participant's last report card from Participant's high school.
  - A reference letter from the school counselor on school letterhead, outlining the Participant's anticipated graduation date, the number of credits earned, and the number of credits and courses needed to satisfy the graduation requirements
  - A reference letter of approval by CSW/DPO.
- 10.3 The CPM will assess the youth's strengths and needs by completing a THPP Background Summary (Exhibit A-33). This instrument shall be used at the initial THPP interview. The topics include but not limited to the following areas:
- Background – delinquency history, substance abuse, and family relationship and status.
  - Adjustment to Placement – Placement history, completion of chores, curfew, interaction with peers and staff.
  - CSW/DPO Assessment – letter regarding the youth.
  - Employment – work history
  - Visitation Plan – Parents, siblings and adult plan.
  - Counseling – Behavioral health needs and status.
  - Medication/Medical – Physical health needs and status.
  - ILP – date of completion for ILP classes.
  - Education – educational needs and status.
  - Interests – hobbies, activities
  - Future plans – career goals, college, vocational training.
  - Special Incidents – Conduct in placements, school and public.
  - Concerns – Behavior, attitude and criminal behavior.
- 10.4 The THPP Steering Committee consists of the CPM, THPP Provider, and Community Partner will recommend the youth who will participate in the THPP to the ILP transition coordinator. The eligibility documents are forwarded to the ILP coordinator, and he/she will make the final approval.
- 10.5 The THPP participant shall not be asked to change schools unless it is a continuation school. Participants are referred to the THPP agency closest to their school, or the agency that is able to meet the youth's case plan needs.
- 10.6 CONTRACTOR shall conduct a pre-placement orientation and interview with the THPP Participant and CSW/DPO. If the Participant and CSW/DPO agree to consider placement with the CONTRACTOR, the CONTRACTOR will

- schedule a Unit site visit for the Participant and the CSW/DPO prior to placement.
- 10.7 Immediately after the orientation, interview and/or Unit site visit, the CONTRACTOR shall verbally notify the CPM if it is determined that a placement would be suitable for the Participant and CSW/DPO and the Participant agrees with the placement. Within five (5) business days following verbal notification, and at least five (5) business days prior to the date of Placement, CONTRACTOR shall confirm the suitability of the placement in writing to the COUNTY Program Manager by submitting a completed Placement Information and Authorization Form (Exhibit A-4) along with proof of renter's insurance and a fire clearance if the Participant and/or his/her children are non-ambulatory. CONTRACTOR shall file the Placement Information and Authorization Form in the TPRF within one business day of receiving completed form from County Program Manager.
  - 10.8 CONTRACTOR shall not accept any Participant for placement without prior written authorization from the COUNTY Program Manager. If a CONTRACTOR accepts a placement and/or places a Participant in THPP without prior written authorization from the COUNTY Program Manager, the COUNTY may terminate this Contract.
  - 10.9 If the Participant decides not to accept services of CONTRACTOR, CONTRACTOR shall notify the COUNTY Program Manager and refer the Participant back to COUNTY Program Manager.
  - 10.10 Upon placement of each THPP Participant, CONTRACTOR shall complete and sign a THPP Unit Verification Form, (Exhibit A-5), and complete a Furniture Inventory Form (Exhibit A-6) signed by the Participant and CONTRACTOR annotating the items that the Participant shall take with them upon emancipation. The forms shall be filed in the TPRF within one (1) business day following placement and be available upon request to the COUNTY Program Manager.
  - 10.11 Upon placement, CONTRACTOR shall complete a THPP Participant Occupancy Form (Exhibit A-7) and file it in the TPRF within (1) business day following placement. The THPP Participant's Occupancy form shall be available at all times for review by COUNTY and COUNTY Program Manager upon request and a copy must be retained in by CONTRACTOR for a minimum of five (5) years from the date of the THPP Participant's placement.
  - 10.12 Upon placement, CONTRACTOR and THPP Participant shall sign and date an admission agreement as specified in Title 22 Section 80068. (Exhibit A-2)
  - 10.13 Upon placement, CONTRACTOR, THPP Participant and CSW/DPO shall read the THPP Contract Regarding Participant's and Provider's Rights and Responsibilities (Exhibit A-35). All parties shall sign and date the contract

indicating agreement to their rights and responsibilities. The CONTRACTOR shall provide a copy of the contract to all parties. A copy shall be placed in the participant's TPRF.

- 10.14 CONTRACTOR shall not accept referrals from other THPP Providers for THPP Participants.
- 10.15 CONTRACTOR shall not refer a THPP Participant(s) to another THPP provider(s) under any circumstances.
- 10.16 CONTRACTOR shall not accept court ordered THPP Participants without the proper referral and screening process.
- 10.17 Only the COUNTY has the authority to approve or refer and place THPP Participants. CONTRACTOR shall obtain written approval from the COUNTY Program Manager prior to any changes being made in the placement of a THPP Participant.

## **PART B – TARGET POPULATIONS**

- 1.1 Participants in THPP are youth who meet all of the criteria as listed on subsection 1.3 of this Section, and have been deemed eligible by the COUNTY to participate in the THPP program. The COUNTY shall refer eligible THPP Participants to CONTRACTOR who would benefit from living in an independent living environment and receiving intensive independent living skills, assistance in acquiring a high school diploma or equivalent, achieving economic self-sufficiency, securing affordable housing, and training to assist them in adjusting to independent living upon transition from foster care.
- 1.2 The CONTRACTOR may not discriminate against THPP participants based on race, gender, sexual orientation or disability.
- 1.3 Population To Be Served - Only those youth who meet all of the following criteria are eligible to participate in the County's Transitional Housing Placement Program (THPP).
  - Are dependents or wards of the County Juvenile Court
  - Are age 16 through age 18 (up to, but not including age 19).
  - Reside in out-of-home placement funded through AFDC-FC.
  - Participate actively in school or vocational training.
  - Participate actively in a SSA approved independent living program.
  - Maintain a substance-free lifestyle.

**PART C – SERVICE TASKS TO ACHIEVE PERFORMANCE OUTCOME GOALS**

**PERFORMANCE MEASURE SUMMARY  
1.0 SAFETY**

**PROVIDER & PROGRAM**

**PROGRAM TARGET GROUP: THPP PARTICIPANTS**

**PROGRAM GOAL AND OUTCOME:**  
SAFETY – Participants shall be free of Abuse and Neglect by THPP staff, volunteers, other THPP participants, friends or family members.

<b>OUTCOME INDICATORS</b>	<b>METHOD OF DATA COLLECTION</b>	<b>PERFORMANCE TARGETS</b>
<p>THPP Participants will reside in a safe, and clean living environment.</p>	<p>Entry Assessment</p> <p>Case plans</p> <p>Information and Authorization Form</p> <p>Participant’s Case File</p> <p>a. Special Incident reports</p> <p>b. Grievances</p> <p>c. Monthly THPP Reports</p> <p>d. Furniture Inventory Form</p> <p>e. Quarterly Reports</p> <p>f. Facility inspection</p> <p>THPP License</p> <p>Exit Assessment</p>	<p>80% of Participants that transition from THPP will not become homeless within 18 months.</p> <p>0% of substantiated Abuse and/or Neglect.</p> <p>100% of Participants have completed a current health/education passport</p> <p>100% of corrective action plans successfully implemented.</p> <p>100% of all providers will have a current valid THPP License and rate at all times while providing THPP services to the County.</p>
<p>THPP Participants will have affordable housing.</p>		<p>75% of Participants that transition from THPP with affordable housing</p>

Education	CMS	secured prior to transitioning.
Incarceration	CMS	85% Gang prevention intervention, 85% Substance abuse services, 90% Medical and dental appointments and STD training and check ups

## 1.0 SAFETY

**PERFORMANCE OUTCOME GOAL: Participants shall be free from abuse and neglect by THPP staff, volunteers, other THPP Participants, friends or family members.**

### SERVICE TASKS:

#### 1.1 Program Models

DCFS will utilize one or more of the following models:

1.1.1 Participant(s) live independently in an apartment rented or leased by the licensee located in a building in which one or more adult employee of the licensee resides and provides supervision. Participant (s) may not share a bedroom; each participant (s) must have their own bedroom.

1.1.2 Participant(s) lives independently in an apartment rented or leased by the licensee under the supervision of the licensee if CDSS provides approval. Participant(s) may not share a bedroom; each participant (s) must have their own bedroom.

#### 1.1.3 State Certified Units

1. The CDSS/CCLD shall inspect and certify all Unit sites to be used for THPP Participant(s). A THPP Participant shall not occupy any Unit until certification is completed. CONTRACTOR shall ensure that selected Unit(s) are in compliance with all CCLD regulations before signing rental/lease agreements.

2. CONTRACTOR shall obtain prior written CCLD approval to place a participant in a Remote Site Model.

1.1.4 In all models, THPP providers will be encouraged to do the following:

1.1.4.1 Utilize apartments where youth may continue to live following transition from foster care.

1.1.4.2 Afford youth the opportunity to keep their apartment furnishings following transition from foster care.

## 1.2 Unit Requirements

CONTRACTOR shall maintain copies of each Certificate of Compliance in the CONTRACTOR's Administrative Office to be available for review/inspection by COUNTY. CONTRACTOR shall also maintain copies of Certificates in Sub-Administration Office(s) and/or Staff Residential Unit, if applicable for review/inspection by COUNTY.

CONTRACTOR shall complete a THPP Unit Verification form, confirming that the following basic requirements for each Unit are met **before** each THPP Participant is placed. CONTRACTOR shall agree to the following requirements:

- THPP foster Participant shall not be placed with THPP probation Participant.
- No more than three (3) THPP Participants shall share a Unit.
- Each THPP Participant that shares a unit shall have sufficient designated food storage space for perishable and non-perishable food to ensure accurate monitoring of each Participant's shopping habits and adherence to their allowance.
- No more than two (2) THPP Participants shall share a refrigerator.
- No more than two (2) THPP Participants shall share a bathroom.
- At the time of placement, the CONTRACTOR shall provide the THPP unit with a new set of dishware for a minimum of 4 people. The same applies to glassware permanent plastic cups, eating utensils, knives and pots and pans, dish towels, dish clothes, oven mitten(s). More than 2 THPP Participants in a unit require dishware for a minimum of 8 people.

- The THPP CONTRACTOR shall provide a fire extinguisher in each THPP unit. The CONTRACTOR shall provide training on the use of the fire extinguisher. Proof of training shall be filed in TPRF.
- No more than two (2) THPP Participants shall share a telephone or telephone line.
- Should three (3) THPP Participants share a unit, CONTRACTOR shall provide two refrigerators, two bathrooms, two telephones, and two telephone lines.
- The CONTRACTOR shall provide each THPP Participant with a towel rack, soap bar dish and space for toothbrush, etc.
- THPP Participant shall not share a Unit with any other individual not enrolled in THPP, except an infant child(ren) of the THPP Participant.
- No room commonly used for other purposes shall be used as a bedroom, e.g., living rooms, dining rooms, garages, detached buildings, and passageways to another room.
- No bedroom shall be used as a general passageway to another room.
- THPP Participant with an infant(s) shall be furnished with a bassinet or crib(s), as appropriate.
- THPP Participants placed with their child(ren) shall have the unit equipped with safety features, including but not limited to childproof cabinets and drawer locks, door locks and electrical outlet covers.
- Bedrooms shall have drawer space for the Participant's belongings and closet space to accommodate their clothing and personal belongings.
- Bunk beds, cots, rollaway beds or futons shall **not** be used by Participants or their child(ren) for beds.
- Each Participant and their child(ren) shall have their own bed/crib/bassinet and shall not share a bed/crib/bassinet.

- Upon placement CONTRACTOR shall provide Participant a new mattress and box springs. CONTRACTOR shall not provide used or second-hand mattress/box springs to THPP Participants or their child(ren).
- A working smoke detector in the hallway and in each bedroom is required.
- The CONTRACTOR shall provide parking space(s) for THPP participants with automobiles.
- CONTRACTOR shall ensure each THPP Participant has a bed that meets the needs of the THPP Participant. If the bed is too short or not wide enough for the Participant, the CONTRACTOR shall immediately replace the bed and mattress and ensure it is appropriate for the THPP Participant(s).
- Unit(s) shall be adequately furnished with furniture in good and safe condition based on visual and physical inspection by CONTRACTOR.
- Unit(s) shall have appropriate window treatments that provide privacy such as blinds, and/or curtains or drapes.
- Fire Clearances shall be secured and maintained as required by CONTRACTOR for each THPP Unit.
- Copies of a current emergency plan shall be given to each THPP Participant upon placement specific to the THPP Unit location.
- THPP Participants of the opposite sex shall not share a unit.
- No more than one THPP Participant shall share a bedroom.

Prior to placement, CONTRACTOR shall make necessary specific provisions, including but not limited to, alterations to the building and grounds as required to protect and assist the Participant, and maximize the Participant's potential for self-sufficiency when a Participant is disabled.

- 1.3 Unit Locations: No THPP Unit(s) shall be more than ¼ mile from any of the following: public transportation, a grocery store, medical care, and laundry and dry cleaning services. Various employers/employment

opportunities shall not be more than 30 minutes (one-way) travel time, when using public transportation, from all THPP Units.

Notwithstanding any other provision of this SOW, no CONTRACTOR separately or jointly with another CONTRACTOR or CONTRACTORS shall place more than a total of ten (10) THPP Participants in a single apartment complex/building or any adjacent buildings/locations.

CONTRACTOR shall ensure the THPP Participant's Unit site is in close proximity, to the school that the Participant is currently enrolled.

#### 1.4 CONTRACTOR'S Employee and Volunteer Records

1.4.1 CONTRACTOR shall maintain and retain records on each Certified employee/volunteer described herein and as required by CDSS/CCLD in accordance with, but not limited to, Title 22, Division 6, Chapter 8.8, Section 88069.7(d). Such records shall include, but are not limited to, fingerprint clearances, Child Abuse Index clearances, CONTRACTOR's employee certification, and CONTRACTOR's admission agreements. COUNTY may require CONTRACTOR to maintain and retain additional records, as COUNTY deems necessary.

1.4.2 For each employee/volunteer, CONTRACTOR shall maintain verification of fingerprinting clearances, Child Abuse Index clearance, and CONTRACTOR's employee certification for all employee/volunteers that have direct contact with any THPP Participant,

1.4.3 CONTRACTOR shall maintain documentation of all completed education and experience requirements in staff's personnel file including a copy of all staff's resumes and credentials verifying previous employment and educational background.

1.4.4 Copies of all CONTRACTOR's employees/volunteers resumes and certifications shall be delivered to COUNTY Program Manager prior to execution of this Contract. The copies shall be accompanied with a cover letter specifying the THPP program as the program type, the agency's name, address, and a contact person. In the event a change of staff occurs, CONTRACTOR shall notify COUNTY Program Manager in writing and shall submit new employees/volunteers resumes and certifications to COUNTY Program Manager upon hiring and prior to new staff having direct contact with any THPP Participant.

**PERFORMANCE MEASURE SUMMARY  
2.0 WELL-BEING/EDUCATION**

PROVIDER AND PROGRAM:

PROGRAM TARGET GROUP: THPP PARTICIPANTS

**PROGRAM GOAL AND OUTCOME:**  
  
Well-being/Education: Participants shall improve their level of functioning in the areas of education/emancipation preparation, health, behavior, social and emotional well-being.

<b>OUTCOME INDICATORS</b>	<b>METHOD OF DATA COLLECTION</b>	<b>PERFORMANCE TARGETS</b>
<p>THPP Participants will have a high school diploma/GED certificate.</p>	<p>High School Diploma/GED</p> <p>Tutoring</p> <p>Transitional Independent Living Program (TILP)</p> <p>Participant's Case File</p> <p>Monthly Reports</p> <p>Quarterly Reports</p> <p>Monthly Progress Reports with school counselor</p> <p>Report Cards</p> <p>Participant Monthly Survey</p>	<p>75% of Participants are successful in obtaining a HSD/GED by their TILP target date and increase school attendance.</p>
<p>Participants will have increased skills or income</p>	<p>Entry Assessment</p>	<p>100% of Participants receive weekly ILP skills</p>



## 2.0 WELL-BEING/EDUCATION

**PERFORMANCE OUTCOME GOAL:** Participants shall improve their level of functioning in the areas of education/transition preparation, health, behavior, social and emotional well-being.

### **SERVICE TASKS:**

#### 2.1 Orientation Procedures

- 2.1.1 CONTRACTOR shall design a written orientation plan and submit it to the COUNTY Program Manager for approval prior to accepting a THPP placement under this Contract. The orientation plan shall indicate CONTRACTOR'S specific procedures and requirements for all THPP Participants. The plan shall include, but not be limited to, the CONTRACTOR's policies incorporating applicable provisions of Welfare and Institutions Code Section 16522.1, such as vehicles, work expectations, preparation of meals, fines, budgeting, Participant's monthly allowance, lending or borrowing money, unauthorized purchases, the grievance/complaint procedures, curfew, personal safety, visitation rights, dating, disciplinary measures, grounds for termination, participation in the ILP program, and disaster/emergency plan. A copy of the written orientation plan shall be available upon demand by COUNTY Program Manager.
- 2.1.2 At the time of initial placement, the CONTRACTOR shall provide each THPP Participant, in the presence of the CSW/DPO, a full orientation based on its written orientation plan. A written copy of the procedures, rules and regulations shall also be provided to the THPP Participant and CSW/DPO. Participant shall complete, sign and date the Mandatory Orientation Checklist (Exhibit A-8) at time of initial placement. CSW/DPO will sign and date the Mandatory Orientation checklist verifying that copies of policy/procedures were received by and explained to Participant by CONTRACTOR. Within one (1) business day following placement, CONTRACTOR shall file the original Mandatory Orientation Checklist in the Participant's THPP Record Folder and provide a copy to the Participant.
- 2.1.3 CONTRACTOR shall give each THPP Participant a copy of the Foster Youth Bill of Rights (Exhibit A-9) and THPP Personal Rights (Exhibit A-10), Legal Rights of Teens in Out of Home Care (Exhibit A-32) along with Grievance/Complaint Procedures at the orientation.

## **2.2 Required Supplies, Costs and Services**

### **2.2.1 Lease/Rental Agreements and Insurance**

CONTRACTOR shall be responsible for securing and maintaining all lease/rental agreements, and renter's insurance policies including any and all payments/premiums for each Unit used for THPP Participants. CONTRACTOR shall be responsible for all renter's insurance in the amounts as set forth in the body of the Contract, Section 6.0, Insurance Coverage Requirements.

### **2.2.2 Personal Items At Placement**

At time of placement, CONTRACTOR shall provide each THPP Participant with new full-size/standard size (not travel size or promotional/trial size) items listed on the Personal Item Inventory (Exhibit A-11). The Original Personal Item Inventory shall be placed in the THPP Participants Record Folder within one business day following placement.

Additionally, CONTRACTOR shall provide appropriate personal hygiene/grooming and first aid items for infants placed with THPP Participants.

Consideration shall be given to cultural/ethnic needs of each THPP Participant when providing Personal Care items.

### **2.2.3 Required Furniture**

The CONTRACTOR shall afford the youth the opportunity to keep their apartment furnishings like bedroom set, living room furniture and kitchen items. THPP roommates shall divide the furnishings if more than one THPP Participant successfully completes their tenure in the THPP at the same time. Upon transition from foster care, each THPP Participant shall keep their apartment furnishings agreed upon at orientation. CONTRACTOR shall be responsible for replacement/repair of any furniture that is not in good and safe condition within 5 business days of discovery unless the furniture poses a safety hazard for the Participant and/or Participant's child(ren) in which case furniture shall be repaired/replaced immediately. CONTRACTOR shall ensure that major appliances (refrigerators, stoves, ovens, heating/air conditioning units, etc.) are replaced or repaired within 2 business days unless they pose as safety/fire hazard for the Participant and/or Participants child(ren) in which case they shall be replaced/repaired immediately.

#### 2.2.4 Food

CONTRACTOR shall ensure that the THPP Participant has adequate and nutritious food, included but not limited to fresh meats, fish, fresh fruits and vegetables. Upon placement, CONTRACTOR shall supply Participant a variety of nutritious food and beverages to ensure the Participant and his/her child(ren), if applicable can prepare at least three balanced meals and two-three snacks a day in accordance with California Code of Regulations, Title 22, Section 80076, for at least seven (7) calendar days. However, following placement, Participant shall be solely responsible for purchasing his/her own food and beverages, using their monthly allowance.

#### 2.2.5 Clothing

CONTRACTOR shall ensure that upon placement of a THPP Participant, the Participant and his/her child(ren) if applicable, has or will be provided with at minimum, the age appropriate items listed on the Clothing Inventory (Exhibit A-12). The Clothing Inventory shall be filed in the THPP Participant Record Folder within one business day following Placement.

#### 2.2.6 Responsibility for Utility Costs

CONTRACTOR shall be responsible for connecting, maintaining and payment of all related costs/bills for all utilities for each THPP Unit, including natural gas, electricity, water, trash, sewer maintenance, and any other utilities applicable to each Unit.

#### 2.2.7 Telephone

CONTRACTOR shall supply and maintain a minimum of one (1) telephone, and one (1) telephone line, for each Unit and pay for basic telephone service at all times. However, no more than two (2) THPP Participants shall share a telephone or telephone line. The THPP Participant is responsible for any costs above the basic telephone service costs.

#### 2.2.8 Responsibility for Emergency Medical Care

In the event a THPP Participant and/or their child(ren), if applicable requires emergency medical treatment, the CONTRACTOR shall be responsible for providing the THPP Participant (and child(ren) if applicable) transportation.

When transporting Participants, CONTRACTOR shall ensure the Participant and his/her own children are secured in a safety restraint system in accordance with Vehicle Code Sections 27315(e) and 27360(a).

#### 2.2.9 Monthly Bus Pass

CONTRACTOR shall provide each THPP Participant with sufficient funds to purchase a monthly bus pass or joint bus pass to ensure the Participant has access to his/her educational and employment/career/vocational facilities/location(s).

As necessary, CONTRACTOR shall provide Participant the appropriate Student Bus Pass application along with any application and/or required photo fee(s).

#### 2.2.10 Monthly Monetary Allowance

2.2.10.1 CONTRACTOR shall provide and issue a monthly monetary allowance to each THPP Participant for (1) food, (2) telephone costs (above basic service costs), (3) laundry/dry-cleaning, (4) toiletries (5) clothing, (6) cleaning supplies, (7) bus pass, (8) recreation, (9) savings, and (10) miscellaneous items. The minimum amounts for each category are listed on the Monthly Allowance Log (Exhibit A-13).

2.2.10.2 Fines charged to the THPP Participant, if any, shall be recorded on the Monthly Allowance Log including the instance of occurrence (such as 1<sup>st</sup> instance), a description of the finable offense and the amount of the fine. CONTRACTOR shall also keep a separate and cumulative record of all fines collected. The record shall include but not be limited to the name of the participant, a description of the offense, the instance of the offense, the date of the offense and the date and amount of fine(s) collected. Fines are limited to telephone costs above the basic telephone service costs and destruction of property in the THPP unit. A large bill shall be deducted from the THPP allowance over time and not all at once.

2.2.10.3 CONTRACTOR shall complete with Participant a Monthly Allowance Log for each Participant and file it in the THPP Participant's Record Folder by the first business day of the following month. Each THPP Participant must date and sign the Monthly Allowance Log each month acknowledging the amount received. A copy shall be

sent to the COUNTY Program Manager each month by the 5<sup>th</sup> of the following month.

- 2.2.10.4 CONTRACTOR shall issue Participant's monthly allowance not less than bi-weekly. CONTRACTOR shall issue each Participant's allowance directly to Participant in cash or provide in the form of a check. Bank accounts for participants are to be insured by the Federal Deposit Insurance Corporation (FDIC).
- 2.2.10.5 CONTRACTOR shall assist each THPP Participant in establishing a savings account at a FDIC insured institution of the Participant's choice.
- 2.2.10.6 Except for monthly pre-paid telephone cards or pre-paid telephone calling plans, CONTRACTOR shall **not** under any circumstances substitute non-monetary allowance items as replacements for monetary allowances due to the Participant. Such non-monetary items include but are not limited to, pre-paid food cards, gift certificates, money orders, food/clothing vouchers, retail gift cards and retail gift certificate or vouchers. Non-compliance by CONTRACTOR with this provision shall be considered a material breach of this Contract.
- 2.2.10.7 CONTRACTOR shall require THPP Participant to provide receipts for purchases made with their allowance(s) for food, clothing, and personal need items. In addition, each Participant shall remit the amount of any costs above the basic telephone service costs as stated in Exhibit A, THPP STATEMENT OF WORK, PART C – SERVICE TASKS TO ACHIEVE PERFORMANCE OUTCOME GOALS, Section 2.0, WELL-BEING/EDUCATION, Sub-section 2.2, Required Supplies, Costs and Services, Paragraph 2.2.7, Telephone from their allowance to CONTRACTOR for payment. A copy of each month's receipt for the telephone bill, signed by the CONTRACTOR, shall be placed in the THPP Participant Record Folder.
- 2.2.10.8 CONTRACTOR shall not require Participant to use his/her allowance to purchase or pay for items that CONTRACTOR is responsible to provide except for any costs above the basic telephone service costs as stated in Exhibit A, THPP STATEMENT OF WORK, PART C – SERVICE TASKS TO ACHIEVE PERFORMANCE OUTCOME GOALS, Section 2.0, WELL-

BEING/EDUCATION, Sub-section 2.2, Required Supplies, Costs and Services, Paragraph 2.2.7, Telephone.

#### 2.2.11 Recreation

CONTRACTOR shall ensure that each THPP Participant has resources, such as information on free community events of interest to the Participant and the opportunity for regular leisure time, rest/exercise, and informal daily recreational activities, such as appropriate reading material, games, television, radio, VCR, etc. CONTRACTOR shall provide Participant, including transportation and admission, with weekly/monthly activities such as outings to the park, beach, movies, sporting events, concerts, cultural events, community events and other forms of recreation.

#### 2.2.12 Transportation

CONTRACTOR is responsible for transportation to Mandatory DCFS events. When transporting Participants, CONTRACTOR shall ensure that Participants and his/her child(ren) are secured in a safety restraint system in accordance with Vehicle Code Section 27315(e) and 27360(a).

#### 2.2.13 Housing

CONTRACTOR shall work diligently with CSW/DPO and ensure that each THPP Participant has secured affordable housing prior to transition from foster care in accordance with Participant's TILP.

#### 2.2.14 Dating

Dating is allowed as long as it doesn't interfere with program compliance and the program rules and regulations.

### 2.3 Required Training

2.3.1 CONTRACTOR shall provide to THPP Participant ongoing training in the areas described in this Section 2.3. CONTRACTOR shall provide not less than a 60-minute training session on any four (4) subjects described in this Section each month for a minimum of 240 minutes of training conducted each month. However, all aspects of any one subject need not be covered in a single training session. All training shall be documented in the THPP Participant Monthly Survey, and attached to the Monthly THPP Report submitted by the CONTRACTOR. Training sessions shall be rotated so that all subjects are covered in any 12-month period. Training

curricula/lesson plans must be in writing, must be standardized for all Participants, and must be available for audit and inspection by the COUNTY and COUNTY Program Manager upon request. However, the actual training conducted may be verbal and shall be conducted by Direct Care staff, Social Work staff, and/or knowledgeable members in the community, such as but not limited to local legal aid organizations, Housing Authority, or Financial Institution staff, appropriate to the subject matter. CONTRACTOR shall provide each THPP Participant written instructions/information for each training session, and whenever possible CONTRACTOR shall also include "hands-on" training, so that the Participant has the actual experience of doing it his/her self.

2.3.2 CONTRACTOR shall provide additional monthly training/support for Participants that are deficient in any areas identified by the CSW/DPO, and THPP Participant. The CONTRACTOR is responsible for ensuring the Participant achieves the goals in the TILP. Additional training shall ensure the Participant is no longer deficient in these areas. The training received shall be filed in the TPRF.

2.3.3 CONTRACTOR shall provide each THPP Participant with a 5-inch, 3-ring binder with tab dividers to categorize written training instructions/information.

2.3.4 CONTRACTOR must also keep records on who administered the training, credentials (if appropriate), length of training, date of training, and verification of attendance (attendance roster) and place this information in each THPP Participant Record Folder (TPRF).

#### 2.3.5 Money Management Skills Training

2.3.5.1 Training shall include, but not limited to, the following topics: (1) Credit: what it is, how to get it, how to keep it, how to get a credit report, etc.; (2) consumer information; (3) budgeting; (4) entertainment costs; (5) consumer fraud and scams; (6) income taxes, including information on the Earned Income Tax Credit (EITC); (7) financing items, loans and computing interest; (8) educational/vocational loans and grants; (9) life/health insurance and retirement funds and information about purchasing U.S. savings bonds; (10) cooking; (11) cleaning; (12) etiquette; (13) property rental; (14) purchasing property; (14) purchasing an automobile.

2.3.5.2 CONTRACTOR shall develop and maintain an in-house banking system designed to provide THPP Participant with “hands-on” experience in managing checking/savings accounts, budgeting time and money, and how to make timely payments of financial obligations. The system shall include simulated checks and a ledger to train THPP Participant how to budget for living expenses such as rent, utility bills, household maintenance expenses, etc.

2.3.5.3 CONTRACTOR shall provide each Participant a copy of the monthly utility bills associated with their Unit, and use the copies as a training tool to enhance the Participant’s understanding of what will be expected of them upon transition from foster care, and to understand the importance and benefits of energy conservation. Under no circumstances are Participants expected to pay for utilities, except for telephone costs above the basic telephone service costs, associated with their Unit.

#### 2.3.6 Checking and Savings Accounts

2.3.6.1 Contractor shall include, the nature and types of checking and savings accounts and their benefits, assessing fees for services, and assisting the Participant in actually establishing and managing a savings account(s) at a FDIC insured institution of the Participant’s choice. If a Participant requests, CONTRACTOR shall also assist the Participant in establishing a checking account at a FDIC insured institution of the Participant’s choice.

2.3.6.2 CONTRACTOR shall assist Participant in establishing a savings account, at a FDIC insured institution of the Participant’s choice, for the sole purpose of saving for transition from foster care. Withdrawals made from this account shall have written approval of the Participant’s CSW/DPO.

#### 2.3.7 Maintenance of Personal Items

Training shall include how to launder and replace towels, sheets, blankets and bedspreads; how to replace, launder, mend, and dry-clean clothing; and how to effectively manage and replace personal care items such as toothbrush, soap, shampoo, and other items needed for grooming and/or personal hygiene.

### 2.3.8 Nutrition and Food Management, Storage, and Preparation

Training shall include at minimum, proper nutrition, a balanced diet, shopping for food, handling and preparing food for a nutritious and appetizing meal, and health and safety regulations for food storage and preparation, comparison shopping and using coupons.

If at any time a Participant and/or his/her child(ren) requires a special diet, the CONTRACTOR shall provide training on preparing meals that meet the Participant's or child's special dietary needs.

### 2.3.9 Unit Upkeep and Maintenance

2.3.9.1 Training shall include information as well as "hands-on" experience on how to properly maintain the Participant's Unit in a safe, and clean condition addressing such tasks as sweeping, mopping, dusting, window cleaning, furniture maintenance, proper maintenance of bathroom and kitchen, and how to safely and effectively use various household cleaners and chemicals.

2.3.9.2 CONTRACTOR shall provide disaster/emergency preparedness training to prepare Participant in case of earthquakes, fire, floods, or other disaster.

2.3.9.3 Participant shall be required to perform all routine chores of maintaining their Unit and will be monitored for compliance by CONTRACTOR.

### 2.3.10 Legal Rights and Community Resources

Participant shall be informed on their legal rights and responsibilities and the community resources that are available. Topics to be explored will include how to search for an apartment, the landlord/tenant relationship, privacy rights, college and dormitory living, fair housing laws, completing a rental application, legal contracts, health and life insurance and their costs and benefits, and community resources, including social services agencies and the services they provide, legal aid resources, and other available community resources.

### 2.3.11 Employment

2.3.11.1 CONTRACTOR shall provide THPP Participant with the skills and experiences to enable them to obtain and maintain employment. CONTRACTOR will encourage Participant to obtain part-time employment, with the

approval of the CSW/DPO. CONTRACTOR shall provide training, information and experiences related to all aspects of employment.

2.3.11.2 Training shall include but not be limited to the following: job search methods; interview techniques; dressing for an interview; job retention strategies; information on various jobs, their descriptions and requirements; career assessments and information on services available at the local One-Stop Career Center (One-Stop). Hands-on training shall include but not be limited to the following: completing a master application; writing/updating a resume; writing a cover letter, participating in mock interviews, and researching a career/vocation that interests Participant and visiting the local One-Stop. With the approval of the CSW/DPO, CONTRACTOR shall support Participant in finding part-time employment or apprentice programs. CONTRACTOR shall also contact the DCFS Employment Coordinator at (213) 351-0100 when seeking employment for THPP Participant.

#### 2.3.12 Transportation Training

Training shall include exploring private and public transportation systems and alternatives. Training topics shall include, but are not limited to: (1) obtaining bus tokens, passes, routing discounts; (2) Obtaining a driver's license; (3) Purchasing and maintaining new and used cars; (4) Obtaining registration/tags and licenses for a car; (5) Purchasing car insurance; (6) Selling a car, and (7) using light rail, subway, and bus systems throughout Los Angeles County.

#### 2.3.13 Medical and Dental Care Training

Training shall include how to receive adequate medical care while participating in the THPP program and after emancipation. The training shall include but not be limited to the following topics:

##### 2.3.13.1 Medi-Cal Card

How to use his/her Medi-Cal card including how to obtain medical insurance after emancipation.

##### 2.3.13.2 Routine Medical Care

How to access medical care to meet his/her needs, including identifying a California Children's Health and Disability Prevention (CHDP) program provider/doctor or a

doctor who provides CHDP equivalent exams and follow through.

#### 2.3.13.3 Emergency Medical Care

Emergency medical treatment instructions are to be provided to each THPP Participant.

Additionally, Participants with a child(ren) residing in the Unit shall receive training in First Aid and an age appropriate CPR from persons qualified to provide such training. Proof of successful training and current certification shall be maintained in the Participants Record Folder.

If the emergency occurs before or after regular business hours, DCFS-placed foster Participant shall be informed to call the Child Abuse Hot Line (1-800-540-4000) and Probation placed foster Participant, (213) 226-8506.

#### 2.3.13.4 Dental Care/Oral Hygiene Training

Training shall include proper dental care and oral hygiene, how to find a dentist, and how to contact a dentist for routine or emergency dental care.

#### 2.3.13.5 Minor Health Problems Training

Training shall review how to address minor health problems. Training shall include, but not limited to the following: (1) minor physical aches, pains, and illnesses, (2) colds, (3) fevers, and (4) pre-existing conditions not requiring a physician. This training shall not take the place of medical care and the Participant shall be instructed to seek medical care when in doubt as to the health problem or illness.

#### 2.3.14 Socialization Skills and Self-Esteem

Training shall include but not be limited to socially acceptable behavior and strategies, and social etiquette for interfacing with the landlord, school counselors, teachers, retailers, and the general public.

Training shall also include exploring methods to develop self-esteem and cultural awareness, including the development of Participant's skills, talents and knowledge of his/her ancestry.

### 2.3.15 Goal Setting Training

Training shall be provided on goal setting and developing objectives to achieve goals that are appropriate to the developmental level of the Participant. Participant shall be encouraged to set goals in such areas as education, career/vocational, and in their personal and social life.

### 2.3.16 Housing

Training shall include, but not limited to the following: how to complete a rental application; the importance of good credit; how and when to contact the Los Angeles Housing Authority; Section 8 housing; areas with rent control; how to be a good tenant; your rights as a tenant; local and Federal programs and subsidies to purchase housing; and homeless assistance and programs.

Prior to transition from foster care, CONTRACTOR shall ensure that Participant has secured affordable housing.

## **2.4 REPORTS AND RECORD KEEPING**

CONTRACTOR shall monitor Participant's progress while in THPP. Nothing in this SOW shall be construed to relieve the CONTRACTOR of maintaining supervision over each Participant and monitoring their activities to guide them toward responsible adulthood. Some of the specific types of monitoring shall include, but not be limited to, the following:

### 2.4.1 Monitoring of Monthly Allowance

CONTRACTOR shall require THPP Participant to provide receipts for purchases made with their allowance(s) for food, clothing, and personal need items, and receipts shall be attached to the Monthly Allowance Log filed in the THPP Participant Record Folder.

In addition, each Participant shall remit the amount of their telephone bill, in excess of the basic service amount, monthly from their allowance to CONTRACTOR for payment.

### 2.4.2 Monitoring of Participant Clothing Inventory

2.4.2.1 CONTRACTOR shall monitor at least quarterly, using the Clothing Inventory chart, to ensure the Participant has adequate, seasonally appropriate clothing. CONTRACTOR shall also make recommendations on replacement of items. Clothing Inventory charts shall be

filed in the TPRF within one business day following each quarterly review.

- 2.4.2.2 CONTRACTOR shall ensure that clothing fits properly (not too small or more than two sizes larger than actual measurements indicate). Consideration shall be given for each Participant's special needs (i.e. pregnancy, weight gain or loss).
- 2.4.2.3 If clothing is insufficient, in accordance with Clothing Inventory Chart, the CSW/DPO and COUNTY Program Manager is to be notified in writing along with a request for supplemental funds. Within five (5) business days of submitting a request for supplemental funds, CONTRACTOR shall submit a plan to the COUNTY Program Manager identifying actions that will be taken to ensure that Participant uses his/her Monthly Allowance to maintain sufficient and appropriate clothing.
- 2.4.2.4 CONTRACTOR shall ensure that each THPP Participant has at least three (3) outfits suitable for employment before transitioning from the THPP program. CONTRACTOR shall assist Participant if necessary, in budgeting and purchasing the three (3) required outfits using their THPP monthly clothing allowance.
- 2.4.2.5 When a Participant has his/her child(ren) placed with them, CONTRACTOR shall also be responsible for monitoring Participant's child(ren)'s clothing.

#### 2.4.3 Monitoring of Personal Items

- 2.4.3.1 CONTRACTOR shall monitor at least quarterly, using the Personal Item Inventory for each THPP Participant, to ensure that THPP Participant uses his/her allowance to purchase/replace personal care/hygiene, laundry, cleaning, first aid, and linen items such as towels, sheets, blankets, and bedspreads, when they are worn, torn or frayed beyond repair.
- 2.4.3.2 CONTRACTOR shall file each Personal Item Inventory form, Exhibit A-11, in the TPRF within one business day following each quarterly review.
- 2.4.3.3 When Participant is placed with his/her child(ren), CONTRACTOR is responsible for monitoring personal

care/hygiene and first aid items required for the care of the child.

#### 2.4.4 Monitoring of Food Management

CONTRACTOR shall provide a written plan to the COUNTY Program Manager within 30 calendar days of a THPP placement, describing how the availability of food will be monitored for each Participant, how each Participant's (and child if applicable) dietary needs, including any special needs are met. The Contractor's plan shall include remedies to supply food if the Participant runs out of food during the month, the plan shall be monetary.

#### 2.4.5 Monitoring of Furniture Condition

CONTRACTOR shall use the Furniture Inventory form to monitor the condition of the furniture in each Unit on a quarterly basis as well as when any THPP Participant enters and leaves the program and/or Unit. The Furniture Inventory form, Exhibit A-6, shall list each item of furniture in the Unit, the condition of each item based upon a physical and visual inspection, and a determination as to whether each item requires replacement or repair. Copies of the Furniture Inventory form shall be signed and dated by the CONTRACTOR and Participant, and shall be filed in the TPRF within one business day following each quarterly review or and entry/exit of a THPP Participant.

#### 2.4.6 Monitoring of Participant's Telephone Costs

CONTRACTOR is responsible for supplying and maintaining a telephone(s) and basic telephone service. THPP Participant shall only be responsible of telephone calls made/received beyond the basic service charge.

Upon THPP placement, CONTRACTOR shall submit a written plan to the COUNTY Program Manager describing how it will monitor Participant's telephone usage and payment of Participant's telephone bills. If a Participant's portion of the telephone bill is more than the Participant's telephone allowance, a payment plan shall be made for the Participant to reimburse the CONTRACTOR. Furthermore, if the Participant is not of age to open a checking account, CONTRACTOR shall develop a plan on how the Participant will remit the amount of their telephone bill to CONTRACTOR for payment. THPP Participant shall receive a copy of the monthly telephone bill identifying the telephone charges s/he is responsible for prior to remitting payment. CONTRACTOR shall also file a copy in the Participant's TPRF.

2.4.7 Monitoring of Chores Related to Unit Upkeep

- 2.4.7.1 CONTRACTOR shall maintain and post in the THPP Participant's Unit the Routine Chores Log (Exhibit A-14) describing chores required for each Participant.
- 2.4.7.2 CONTRACTOR will monitor completion of chores based on the log. In the event that a Participant has one or more roommate(s), CONTRACTOR shall develop a plan for monthly rotation of chores between/among roommates.
- 2.4.7.3 A copy of the Routine Chores Log, Exhibit A-14, shall be placed in the TPRF within one business day following Placement or changed/amended as required.

2.4.8 Monitoring of Medical Treatments, Medications and Therapy.

- 2.4.8.1 The CONTRACTOR ensures Juvenile Court authorization is obtained from the CSW/DPO utilizing the Authorization of the Administration of Psychotropic/Anti-Seizure Medication Form, Form 76A964 (Exhibit A-15) each time medication is changed and every six months the Participant continues on the medication(s). CONTRACTOR shall not permit the use of psychotropic medication/drugs by Participant.
- 2.4.8.2 CONTRACTOR/Participant shall monitor and document the supervision and administering of all medications according to the CCLD Title 22, Section 84175.1 regulations.
- 2.4.8.3 The CONTRACTOR shall maintain a Medical Record Folder for each THPP Participant. The folder shall include but is not limited to, Medication Disposition Log(s) (Exhibit A-16), copies of all medical information regarding the subject THPP Participant, record(s) of medication(s) the THPP Participant has received, and Participant's Medication Log(s) (Exhibit A-17) for all medications prescribed. Medication Disposition Log(s) shall be filed in the THPP Participants Medical Record Folder within one business day following completion of the prescription of medication from a medical doctor/dentist.

2.4.8.4 Individual and Group Therapy.

2.4.8.4.1 The participant is encouraged to participate in individual counseling. The doctor/therapist shall be in the vicinity of the participant's THPP unit.

2.4.8.4.2 Group counseling is mandatory in the THPP to provide a smooth transition from the foster care system. Components the youth may encounter after transitioning include but are not limited to self-sufficiency skills, goal setting, job expectations, maintaining employment, prevention of homelessness and discouraging substance abuse.

2.4.9 Monitoring of Participant's Educational Progress

2.4.9.1 CONTRACTOR shall contact each THPP Participant's school counselor on a monthly or weekly basis to discuss the Participant's current high school credits and achievement level. CONTRACTOR shall request assistance from Participant's schoolteachers in providing appropriate homework and education enrichment activities to assist the Participant in completion of high school requirements and post secondary education planning. CONTRACTOR shall contact each Participant's school, and place these records in the TPRF. Each THPP Participant's school credit record and CONTRACTOR's assessment of the credits shall be available for review by the COUNTY upon request.

2.4.9.2 To facilitate effective monitoring of Participant's attention to school homework, the CONTRACTOR shall maintain a Daily Educational Log (Exhibit A-18) for each THPP Participant to indicate how much time each THPP Participant spends toward meeting educational goals and which gives a brief description of specific educational activities in which the Participant is engaged. Educational activities encompass a variety of areas related to the individual needs of the Participant but should build on the Participant's strengths. Some activities may relate to completion of homework, leadership training, volunteering in the community, participating in school based organizations/unions/clubs, improvement in school achievement, improvement in school attendance/behavior, etc. CONTRACTOR shall also

ensure that each THPP Participant is properly represented by CONTRACTOR's Social Work and/or Direct Care staff responsible for the Participant in school-parent meetings, open houses, etc. in accordance with the educational case plan developed by CSW/DPO. The Daily Educational Log shall be placed in the THPP Participant Record Folder by the first business day of the following week the Daily Educational Log was completed.

- 2.4.9.3 CONTRACTOR shall also ensure that the needs of the THPP Participant are met as defined in the THPP Participant case plan.
- 2.4.9.4 CONTRACTOR shall monitor to ensure that each THPP Participant spends at least two (2) hours each day including weekends, if necessary, to complete homework assigned by the Participant's school.
- 2.4.9.5 CONTRACTOR shall provide resources for tutoring and/or a mentor for each THPP Participant and ensure to the extent feasible that the Participant maintains at least a "C" grade point average while attending school.

#### 2.4.10 Disciplinary Measure

The CONTRACTOR shall not subject THPP Participants to physical or unusual punishment, humiliation and mental abuse. The THPP Participant shall be responsible for telephone costs above the basic telephone service costs and destruction of property associated with their unit.

#### 2.4.11 Discharge and Removal of a Participant

Unless a THPP Participant is at risk or a risk to others or in imminent danger, CONTRACTOR shall use due diligence to stabilize the situation that might lead to the discharge of a Participant from the THPP program.

- 2.4.11.1 CONTRACTOR shall verbally notify the COUNTY Program Manager and CSW/DPO immediately if CONTRACTOR feels an emergent discharge of a THPP Participant is necessary.
- 2.4.11.2 CONTRACTOR shall document in the THPP Participant Record Folder any verbal conversations with the Participant's CSW/DPO, including the date, time, CSW/DPO name(s), and a detailed summary of the

problem. If the situation can be resolved without an emergent discharge, the CONTRACTOR shall schedule a re-stabilization meeting. The CONTRACTOR shall notify the COUNTY Program Manager, CSW/DPO and THPP Participant to engage in the meeting. The COUNTY and CONTRACTOR shall agree on the outcome or resolution to the problem. CONTRACTOR shall submit a written follow-up of the agreed upon outcome to the CSW/DPO, and COUNTY Program Manager within five (5) business days after resolution of the situation.

- 2.4.11.3 If the CONTRACTOR determines that the situation can not be resolved or that the THPP Participant cannot be stabilized, CONTRACTOR shall contact COUNTY Program Manager explaining efforts made to stabilize Participant to prevent loss of placement. If COUNTY Program Manager agrees that the situation cannot be resolved, CONTRACTOR shall provide a seven (7) day written notice to the CSW/DPO and COUNTY's Program Manager stating the Participant must be removed from the premises before the seven calendar days have expired. The notice shall be in accordance with the Special Incident Reporting Guide for Residential Facilities (Exhibit A-19), attached hereto and incorporated by reference.

If the CPM disagrees with the CONTRACTOR to provide a 7 day notice, a stabilization meeting shall be scheduled with the CPM, participant, CSW/DPO and CONTRACTOR to ascertain if the placement can be maintained under specific conditions.

- 2.4.11.4 CONTRACTOR shall contact the appropriate agency listed below if CONTRACTOR determines that a removal must occur after normal working hours (8:00 A.M. to 5:00 P.M. Monday through Friday) or on COUNTY holidays.
- For THPP foster Participant: Child Abuse Hotline at (800) 540-4000.
  - For THPP probation Participant: CONTRACTOR must call the closest Juvenile Hall:

- Sylmar (818) 364-2011
- Los Angeles (323) 226-8611
- Downey (562) 940-8681

CONTRACTOR shall also immediately notify the COUNTY Program Manager and CSW/DPO when Participant needs to be removed after hours and/or on COUNTY observed holidays.

2.4.12 The COUNTY Program Manager will provide the CONTRACTOR a list of holidays observed by COUNTY upon execution of this Contract.

## **2.5 REPORTING REQUIREMENTS**

### **2.5.1 Monthly Reports**

#### **2.5.1.1 Monthly THPP Report**

CONTRACTOR shall complete a Monthly THPP Report (Exhibit A-20) for each youth in its care during the month. The report shall be completed at the beginning of each month for the previous month and must be submitted to the COUNTY Program Manager and CSW/DPO on or before the 15<sup>th</sup> calendar day of each month and shall also be filed in the THPP Participant's THPP Participant Record Folder by the 15<sup>th</sup> calendar day of the following month. All reports are to be mailed to the COUNTY Program Manager.

#### **2.5.1.2 Monthly Surveys for Each Youth**

CONTRACTOR shall attach to the Monthly THPP Report, the THPP Participant Monthly Surveys (Exhibit A-21) completed by each THPP Participant. THPP Participant Monthly Surveys shall be filed in the THPP Participant Record Folder within one business day following completion.

#### **2.5.1.3 Monthly Case Plan/Case Plan Update Status Report**

- CONTRACTOR agrees that the COUNTY CSW/DPO is responsible for making final determination as to the Participant's case plan or case plan update. CONTRACTOR shall not make changes to the Participant's case plan update without prior written approval from the CSW/DPO.
- To assist the CSW/DPO, the CONTRACTOR shall keep the CSW/DPO informed of the THPP Participant's case

status at least monthly in writing by completing the Case Plan Update section of the THPP Monthly Report. The written report shall be sent to the COUNTY Program Manager and the CSW/DPO by the 15<sup>th</sup> day of the following month. CONTRACTOR shall maintain a copy of the report in the THPP Participant Record Folder.

#### 2.5.1.4 Monthly Allowance Log

CONTRACTOR shall complete and submit to the COUNTY Program Manager a copy of the Monthly Allowance Log along with copies of receipts, as an attachment to the THPP Monthly Report. The original completed Monthly Allowance Log signed by CONTRACTOR and Participant, shall be filed in the TPRF by the first business day of the following month and a copy given to the Participant.

#### 2.5.1.5 Employee/Volunteer Training

CONTRACTOR shall complete and submit to the COUNTY Program Manager by the 15<sup>th</sup> business day of each month a Declaration of Compliance form (Exhibit A-22) each month for each Social Work and Direct Care Staff member, which shall describe all training, if any, completed by the employee during the previous month and include the employee's signature agreeing to comply with all regulations, which apply to this Contract. The Declaration of Compliance must be signed and dated by the CONTRACTOR and employee.

Each originally signed Declaration of Compliance form shall be maintained in the CONTRACTOR's personnel records and filed within one business day following completion and shall be available for COUNTY review at all times.

All THPP personnel shall receive training that includes but not limited to providing knowledge of and skill in the following areas:

- A minimum of one-hour training in the area of child abuse identification and reporting, and
- Training about the characteristics of persons 16-21 years of age placed in long-term foster care

#### 2.5.1.6 Certified Employees/Volunteers Report

CONTRACTOR shall complete the Certified Employees/Volunteers Report (Exhibit A-23) on a monthly basis and submit a copy to COUNTY Program Manager by

the 15<sup>th</sup> calendar day of the month. CONTRACTOR shall maintain a copy of each report for five years. The Report shall be filed in CONTRACTOR's personnel files within one business day following completion and available for COUNTY review at all times.

#### 2.5.1.7 Employee Schedule

Upon placement of a THPP Participant, CONTRACTOR's Program Director shall also complete a monthly Employee Schedule as part of the Certified Employees/Volunteers Report indicating staff available on a 24-hour basis.

Upon placement of a THPP Participant and by the 15<sup>th</sup> calendar day of every month thereafter that CONTRACTOR has a THPP placement, CONTRACTOR shall provide the COUNTY's Program Manager a schedule of its personnel positions. The schedule shall include all full and part-time paid and volunteer staff positions by job title, including whether each position has direct contact with THPP Participant and if the staff has been certified. For each paid position and volunteer position, the schedule shall include a brief job description, total working hours per week and month, and hours per week and month allocated for this program.

### 2.5.2 Quarterly Reports

#### 2.5.2.1 Quarterly Reports on Each Participant

CONTRACTOR shall complete the Quarterly THPP Report (Exhibit A-24) on each Participant in its care at any time during the quarter. These reports must be submitted to the COUNTY Program Manager and CSW/DPO on or before January 15<sup>th</sup>, April 15<sup>th</sup>, July 15<sup>th</sup>, and October 15<sup>th</sup> of each calendar year and shall address the previous quarter. The January 15<sup>th</sup> report shall be for the period of October 1 through December 31. The April 15<sup>th</sup> report shall be for the period of January 1 through March 31. The July 15<sup>th</sup> report shall be for the period of April 1 through June 30. The October 15<sup>th</sup> report shall be for the period of July 1 through September 30. The Reports shall be filed in the TPRF within one business day following completion.

The CONTRACTOR's Program Director or duly authorized representative **and** the Participant shall sign the Participant's Quarterly report. The signatures shall be deemed

certification that all information and description of services provided is true, accurate, and complete for the specific THPP Participant.

Within 15 calendar days of submitting the Quarterly THPP Report, CONTRACTOR shall submit a plan to COUNTY Program Manager for approval, detailing how the CONTRACTOR will work with the Participant to improve any areas indicated as “poor” on Quarterly THPP Report. The approved plan will be submitted to the CSW/DPO within seven calendar days.

### **2.5.3 Annual Reports**

#### **2.5.3.1 License**

CONTRACTOR shall submit a copy of their agency’s valid THPP license obtained from CCLD within 15 calendar days from receipt of annual THPP license to COUNTY’S Program Manager.

CONTRACTOR shall also submit a copy of a THPP license received as a result of a change in location and/or capacity within one (1) business day from its receipt.

CONTRACTOR shall be solely responsible for any application processing or annual fees required to obtain/maintain a valid THPP license.

#### **2.5.3.2 Annual THPP Report**

CONTRACTOR shall complete an Annual THPP Report (Exhibit A-25) on all Participants in its care during the calendar year. This report shall be due to the COUNTY Program Manager and CSW/DPO on January 15<sup>th</sup> of the year following the year reported on. CONTRACTOR shall file Annual THPP Report by January 15<sup>th</sup> each year and shall be available for COUNTY review at all times.

### **2.5.4 Special Reports**

#### **2.5.4.1 Employee/Volunteer Decertification**

CONTRACTOR must complete and submit the Decertification Report (Exhibit A-26) for any employees/volunteers who have been decertified by the fifteenth (15<sup>th</sup>) day of the following month after decertification occurs. CONTRACTOR file reports within one business day

following completion in CONTRACTOR's personnel records and shall maintain Decertification Reports and make them available for COUNTY review at all times.

#### 2.5.4.2 Special Incident Reports

CONTRACTOR shall submit Special Incident Reports (Exhibit A-27) to the COUNTY Program Manager on an as-needed basis in the time frames and within the guidelines defined in the Special Incident Reporting Guide for Residential Facilities. Incidents shall also be documented in the THPP Participant Record Folder within one business day following the occurrence. CONTRACTOR shall submit to COUNTY Program Manager a Corrective Action Plan within seven calendar days of the incident.

The reportable incidents shall include, but are not limited to, the following:

- a. Behavior incidents,
- b. Routine injury, illness, or accident,
- c. Serious injury, illness, or accident,
- d. Death,
- e. Unauthorized absence (AWOL),
- f. Abuse,
- g. Significant changes in facility status or organization, e.g., change in Board of Directors, deaths of CONTRACTOR personnel, legal actions against CONTRACTOR, etc., and
- h. Significant incidents that involve the community or physical plant/Unit and may have serious impact on the residents.

#### 2.5.4.3 Termination Report

Upon a Participant's replacement/termination/transition, CONTRACTOR shall prepare and submit a Termination Report to the COUNTY CSW/DPO and COUNTY Program Manager for each THPP Participant terminated from the program. The termination report shall be submitted within seven calendar days from the date the THPP Participant's placement has been terminated/replaced/emancipated.

CONTRACTOR's termination report shall include, but not be limited to, a closing summary regarding information documented in the THPP Participant's Record Folder, the THPP Participant's progress while participating in the THPP

program, and the reason for the Participant's termination and any other information required by COUNTY.

#### 2.5.4.4 Special Progress Report to Date

Upon special request by the COUNTY's Program Manager, the CONTRACTOR shall provide within two (2) business days of the Program Manager's request, a verbal up-to-date report regarding any changes in a THPP Participant's progress that has been documented by CONTRACTOR and has been filed in the TPRF since the last monthly report. The verbal report shall be followed up by a written report and submitted to the COUNTY Program Manager and CSW/DPO within five (5) business days of the Program Manager's request for a verbal report.

## 2.6 PROGRAM RECORDS

### 2.6.1 THPP Participant Record Folder (TPRF)

CONTRACTOR shall maintain an accurate, complete, and up-to-date TPRF on each THPP Participant as required by California Code of Regulations, Title 22 and COUNTY's requirements as described herein. These records shall be available for review by the COUNTY at all times.

The TPRF shall include, but not be limited to, the following:

- Form 4389, Declaration in Support of Access to Juvenile Court Records,
- Case documents described in Section 8.0 Number 8.1 of this SOW,
- All monthly and special reports described in this Statement of Work,
- THPP Youth Bill of Rights and Personal Rights as described in paragraph 7.3.1.3 signed by CONTRACTOR and THPP Participant.
- Referrals and treatment documents, including diagnostic and case history information, psychological and psychiatric work-up,
- School records,

- Participant's financial records such as allowances, earnings, and checking/savings accounts,
- Diagnostic evaluations and studies,
- Child interview reports, progress notes (treatment, school, medical, etc.),
- Notes on services provided by the various professional and paraprofessional staff (treatment, recreation and the transition case plan for THPP Participant participants),
- Written documentation on verbal (telephone, in-person, etc.) conversations bearing on the Participant's progress and/or special circumstances such as non-routine contact with Participant's school, contact with law enforcement, or Participant's employer. Documentation shall include the date, time, contact person and a summary of the verbal conversation they have had regarding the THPP Participant's progress and/or special circumstances,
- THPP Participant Occupancy Form,
- CPR certification, if appropriate, and
- Any other records that may be required by COUNTY.

All records shall be in sufficient detail to permit the COUNTY to conduct an evaluation of the services provided.

The THPP Participant's Occupancy form shall be available at all times for review by COUNTY and COUNTY Program Manager upon request and a copy must be retained by CONTACTOR for a minimum of five (5) years from the date of the THPP Participant's placement.

The TPRF shall be confidential, kept in a locked file, and made available only to selected CONTRACTOR staff that may require it for case planning.

CONTRACTOR shall follow the procedures in Confidentiality Issues (Exhibit A-28) when discussing information in a THPP Participant's Record Folder. The information released to non-treatment staff shall be limited and focused on the Participant's case planning and facilitation of their progress.

## 2.6.2 Attendance Record Folder

CONTRACTOR shall maintain and update monthly the Attendance Record Folder for all THPP Participant. The folder shall include, but not be limited to the following information and requirements:

2.6.2.1 Statistics on the total number of resident days of service provided for the month shall be available for review. The date of placement for a THPP Participant is counted as the first day of service. The last date of service provided to a THPP Participant shall be defined, as the last full 24-hour day the THPP Participant was in residence, not the day the child left the program.

2.6.2.2 Placement and termination notices shall be available for review. A master list of all placements shall be maintained by the CONTRACTOR, and shall include each THPP Participant's name, telephone number, address of Unit, site supervisor, telephone number of site supervisor, date of placement and date placement was terminated (if applicable).

The Attendance Record Folder shall be made available to the COUNTY Program Manager and/or the CSW/DPO immediately upon request.

## 2.6.3 Renters Insurance and Rental/Lease Agreements

CONTRACTOR shall maintain copies of renter's insurance and rental/lease agreement for each THPP Unit. The insurance and rental/lease agreement shall be kept in a locked file cabinet and shall be made available for review by COUNTY from the first day the THPP Participant is placed and retained by the CONTRACTOR for a minimum of five (5) years as specified Part II: Standard Terms and Conditions, Section 46.0, Record Retention and Inspection/Audit Settlement, subsection 46.5, from the initial date of the THPP Participant's placement.

## 2.6.4 THPP license

CONTRACTOR shall maintain and post their current THPP license in a prominent, publicly assessable location in the administrative office and sub-administrative office(s) of the licensee, as well as ensure that a copy is retained in the THPP Staff Residential Unit(s) if applicable.

### 2.6.5 Fire Clearance

CONTRACTOR shall secure and maintain for each THPP Unit any fire clearance required by and approved by the fire authority having jurisdiction. CONTRACTOR shall provide copies of clearances to COUNTY Program Manager 5 days prior to placement of any THPP Participant.

CONTRACTOR shall secure and maintain a fire clearance for any THPP Unit prior to placement of a non-ambulatory individual. A non-ambulatory individual may include THPP Participant(s) and/or child(ren) of a THPP Participant(s). CONTRACTOR shall provide proof of fire clearance to COUNTY Program Manager along with CONTRACTOR's Placement Information and Authorization Form as described in the Statement of Work.

## 2.7 PERFORMANCE EVALUATION

### 2.7.1 THPP Entry Assessment

Upon placement of a participant, CONTRACTOR shall ensure, each THPP Participant completes an Entry Assessment (Exhibit A-29). CONTRACTOR shall immediately file completed Entry Assessment in the TPRF and send a copy to COUNTY Program Manager within one business day following placement.

### 2.7.2 THPP Progress Assessment -

Contractor shall ensure each THPP participant shall complete the Ansell-Casey Life Skills Assessment (Exhibit A-34) fifteen (15) days of admission and every twelve (12) months thereafter to measure the youth's progress in the THPP program. CONTRACTOR shall incorporate the assessment results into the participant's goals and training.

### 2.7.3 THPP Bi-Annual Assessment

CONTRACTOR shall ensure each THPP Participant shall complete a Bi-Annual Assessment (Exhibit A-30) on or about January 1<sup>st</sup> and July 1<sup>st</sup> each year that the THPP Participant is enrolled in THPP. CONTRACTOR shall file each Bi-Annual Assessment immediately in the TPRF and send a copy to the COUNTY Program Manager within one business day following completion.

### 2.7.4 THPP Exit Assessment

Contractor shall ensure each THPP Participant, when exiting the THPP program shall complete an Exit Assessment (Exhibit A-31).

CONTRACTOR shall forward to the COUNTY Program Manager, within one business day of THPP Participant exiting the program,

the original Entry Assessment, all original Bi-Annual Assessments, and the original Exit Assessment. Copies shall be filed immediately in the TPRF.

**2.7.5 Follow-up and Tracking**

CONTRACTOR shall have a plan to track and maintain contact with THPP Participants for two (2) years following the Participant's exit of the THPP program. CONTRACTOR shall offer assistance whenever possible to former THPP Participant.

**2.7.6 Success Stories**

On an annual basis, CONTRACTOR shall report to the COUNTY Program Manager, in writing and if possible, include additional documentation such as copies of certificates, awards, or newspaper articles, on current/former THPP Participant that have achieved personal or professional goals/achievements that the CONTRACTOR may be directly or indirectly responsible for. Such goals/achievements include, but are not limited to Participant's acknowledgement for achievements by schools, community recognition/awards or employment recognition, receiving educational/vocational scholarships, promotions, obtaining a post-secondary or vocational degree/certificate, completing an apprentice program, etc.

**2.8 QUALITY ASSURANCE PLAN AND FAILURE TO PERFORM**

**2.8.1 Corrective Action Plan**

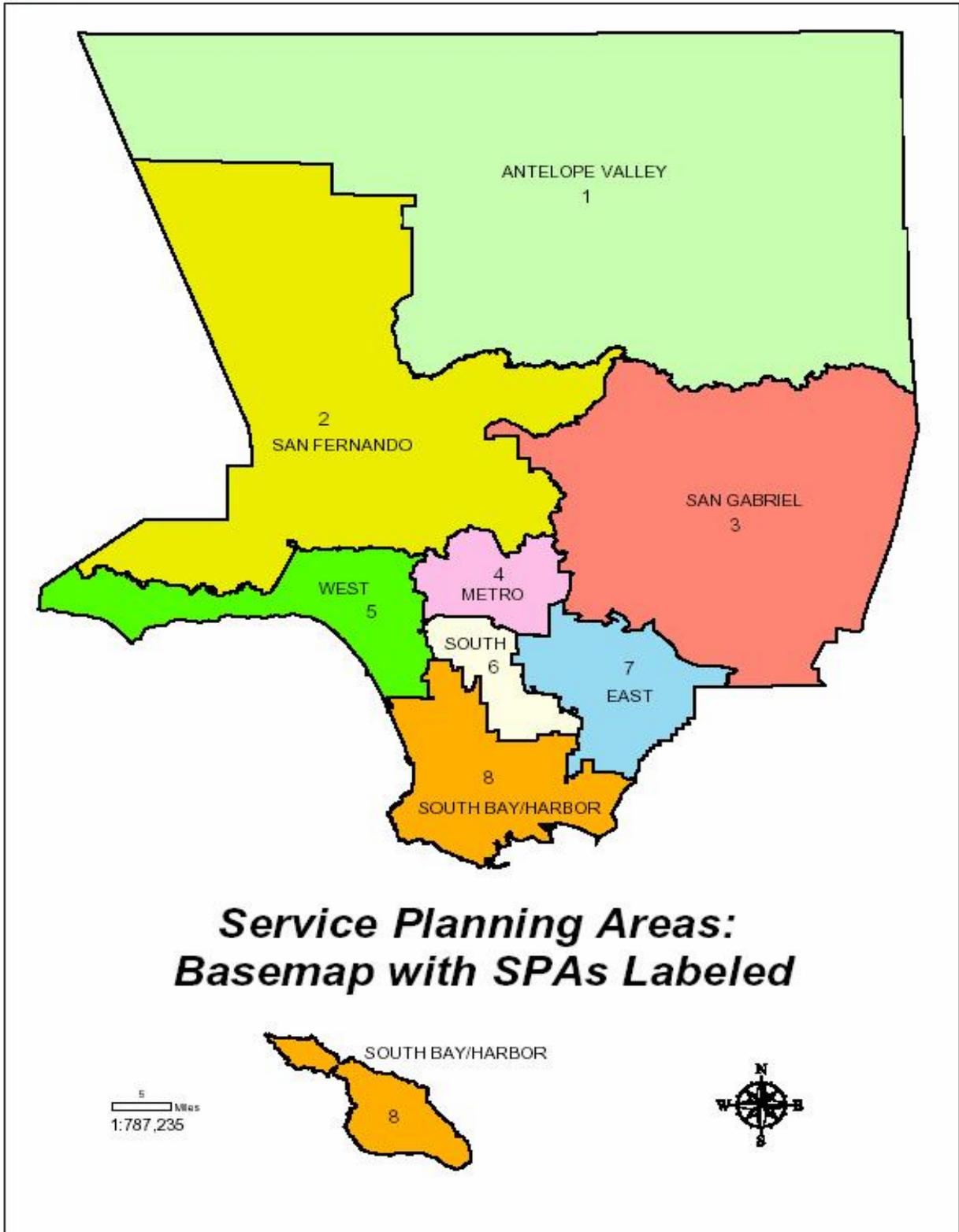
In the event the COUNTY deems that CONTRACTOR is not meeting its responsibilities contained in this Contract or that CONTRACTOR's work are unacceptable, the COUNTY Program Manager shall notify the CONTRACTOR in writing of the improvements needed. The COUNTY Program Manager may develop a Corrective Action Plan. The COUNTY Program Manager shall specify the problems that have been identified and the improvements needed, together with a time frame for the CONTRACTOR to take corrective action(s). The COUNTY reserves the right to terminate this Contract with the CONTRACTOR for cause if the CONTRACTOR cannot or will not make the improvements required and/or included in the Corrective Action Plan by the COUNTY Program Manager. CONTRACTOR shall respond to the COUNTY's Program Manager in the time period specified, regarding the specific corrective actions the CONTRACTOR has taken.

### 2.8.2 Quality Assurance Monitoring

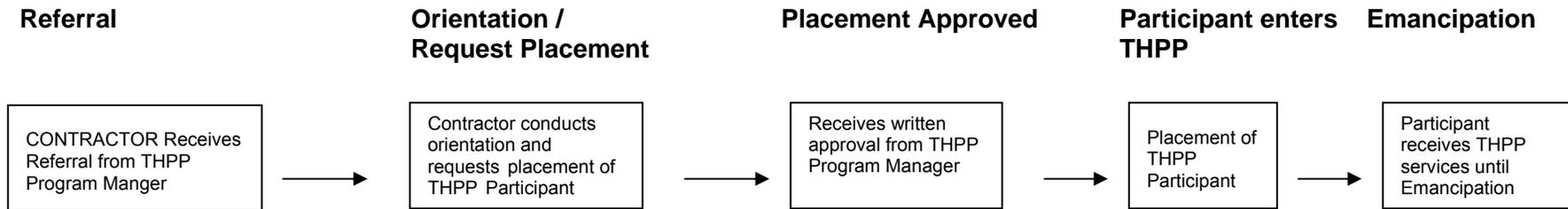
Within five (5) calendar days following the execution of this Contract, CONTRACTOR shall provide COUNTY Program Manager with a Quality Control Plan, which will address how CONTRACTOR will meet all its requirements under this Contract.



Los Angeles County  
Department of Children and Family Services



THPP CONTINUUM



**Referral**

Contractor obtains a telephone call from COUNTY Program Manager alerting CONTRACTOR of a possible THPP Participant.

**Referral form, Exhibit A-3** - Declaration in Support of Access to Juvenile Court Records is completed by the Contractor. The form enables the Contractor to determine if they are able to meet the youth’s plan goals. The form is filed in the TPRF, the original copy is sent to the CSW/DPO, and the Program Manager.

**Orientation and Request for Placement**

CONTRACTOR conducts orientation with potential Participant and Participant’s COUNTY Social Worker. If placement is acceptable to Participant, CONTRACTOR requests written approval from COUNTY Program Manager to place Participant.

**These Forms are completed and used at Orientation by the Contractor:** The Placement Information and Authorization Form (Exhibit A-4) is submitted to the CPM for approval 5 days before the youth is scheduled for placement in the program. THPP Unit Verification Form (Exhibit A-5), Mandatory Orientation Checklist (Exhibit A-8), Foster Youth Bill of Rights (Exhibit A-9), Personal Rights (Exhibit A-10), and Legal Rights for Teens in Out of Home Care, Placement Agreement (Exhibit A-32) in accordance with Title 22, Section 80068 and Section 86072 are provided to the participant at the time of placement, copies are provided to the CSW/DPO. These documents are filed in the TPRF.

## THPP CONTINUUM

### **Placement Approved**

CONTRACTOR receives Placement Information and Authorization Form signed by THPP Program Manager approving placement. CONTRACTOR informs Participant that placement has been approved and arranges for THPP Participant to move into THPP approved unit.

**These Forms are completed by the CONTRACTOR with the assistance of the Participant and the CSW/DPO if required.:** THPP Unit Verification Form (Exhibit A-5), Furniture Inventory Form (Exhibit A-6), THPP Participant Occupancy Form (Exhibit A-7), Personal Item Inventory (Exhibit A-11), Clothing Inventory (Exhibit A-12), Routine Chores Log (Exhibit A-14), Medication Disposition Log (if applicable)(Exhibit A-16), Participants Medication Log (if applicable) (Exhibit A-17), Entry Assessment (Exhibit A-29), and Monthly Allowance Log (Exhibit A-13). The participant signs the forms, and are filed in the TPRF.

### **Participant Enters THPP Program**

CONTRACTOR performs all duties, responsibilities and activities defined in Contract.

### **The following forms are completed by the CONTRACTOR during Placement:**

**Daily** - Daily Educational Log, Participant Medication Log (if applicable),

**Monthly** – THPP Participant Occupancy Form, Monthly Allowance Log, Routine Chores Log, Monthly THPP Report, THPP Participant Monthly Survey, Declaration of Compliance, Certified Employees/Volunteers Report and Employee Schedule, Declaration of Compliance

**Quarterly** - Furniture Inventory Form, Clothing Inventory, Personal Item Inventory, Quarterly THPP Report

**Semi- Annual** – Bi-Annual Assessment

**Annual** – Annual THPP Report

**Within 30 Days of Placement** – Food Management Plan, Telephone Monitoring Plan

**Every 6 months** – Authorization of the Administration of Psychotropic/Anti-Seizure Medication Form (if applicable)

**As Required** – Authorization of the Administration of Psychotropic/Anti-Seizure Medication Form, Medication Disposition Log, Employee Decertification Report, Special Incident Reports, Termination Report.

THPP CONTINUUM

**Emancipation**

THPP Participant successfully emancipates from THPP with affordable housing and employment

**The following forms are completed by the CONTRACTOR at Emancipation:**

Termination Report,  
Exit Assessment (Exhibit A-31)  
Furniture Inventory Form (Exhibit A-6)

\* **Important Note:** This document is for informational purposes only, and is in no way all-inclusive and does not take the place of the THPP Contract and Statement of Work requirements.

## THPP REPORT OUTLINE

Report /Form	When completed/Used	Date due
Transitional Independent Living Plan (A-1)	At Placement and updated every 6 months	Upon Placement and updated every 6 months
Agency Placement Agreement (A-2)	At Placement	Filed in the TPRF within 1 business day following Placement
Declaration In Support to Access Juvenile Court Records (A-3)	Prior to Placement	Faxed to COUNTY Program Manager within 1 business day file copy in the TPRF
THPP Placement Information and Authorization Form (A-4)	Prior to Placement	Within 5 days following Orientation and must have Program Manager's Authorization 5 days <b>prior</b> to placement.
THPP Unit Verification Form (A-5)	Upon Placement	Filed in the TPRF within 1 business day following placement
THPP Furniture Inventory Form (A-6)	Upon Placement	Filed in the TPRF within 1 business day following placement
THPP Participant Occupancy Form (A-7)	Upon Placement	Filed in the TPRF within 1 business day following placement
THPP Mandatory Orientation Checklist (A-8)	Upon Placement	Filed in the TPRF within 1 business day following placement
Foster Youth Bill of Rights (A-9)	Orientation	Give to Participant at Orientation
THPP Personal Rights (A-10)	Orientation	Give to Participant at Orientation
CONTRACTOR's Grievance/Complaint Procedures	Orientation	Give to Participant at Orientation
CONTRACTOR's Placement Agreement in accordance with Title 22, Section 80068	Orientation	Signed by Participant and Contractor.
THPP Personal Item Inventory (A-11)	Placement/Quarterly	Filed in the TPRF within 1 business day following placement or quarterly review.
Clothing Inventory (A-12)	Placement/Quarterly	Filed in the TPRF within 1 business day following placement or quarterly review.
THPP Monthly Allowance Log (A-13)	Placement/Bi-Monthly	To CPM by 5 <sup>th</sup> of the month and filed in TPRF within 1 business day following placement or bi-monthly allowance allocation.
THPP Routine Chores Log (A-14)	Placement/Monthly	Filed in the TPRF within 1 business day following placement or monthly review as appropriate.
Administration of Psychotropic/anti-Seizure Medication Form (A-15)	Placement/Bi-Annually	Filed in the TPRF within 1 business day following placement or Bi-annual review.

## THPP REPORT OUTLINE

Report /Form	When completed/Used	Date due
THPP Medication Disposition Log (A-16)	Placement/Prescription	Filed in the TPRF within 1 business day following placement or prescribed by a medical doctor/dentist.
THPP Participants Medication Log (A-17)	As Required	Used whenever Participant is prescribed medication by a medical doctor/dentist or taking over- the-counter medications prescribed or not.
THPP Daily Educational Log (A-18)	Daily	Filed in the TPRF within 1 business day of the following week.
Special Incident Reporting Guide for Residential Facilities (A-19)	As required	Report incident and file as required <b>and</b> within 1 business day record and file a copy in the TPRF or Agency records, as appropriate.
THPP Monthly Report (A-20)	Monthly	To CPM, CSW/DPO and file in the TPRF by 15 <sup>th</sup> of the month.
THPP Participant's Monthly Survey (A-21)	Monthly	To CPM and file in the TPRF by 15 <sup>th</sup> of the month.
THPP Declaration of Compliance (A-22)	Monthly	To CPM by 15 <sup>th</sup> of each month and filed within 1 day in CONTRACTOR's personnel files.
THPP Certified Employee/Volunteers Report (A-23)	Monthly	To CPM by 15 <sup>th</sup> of each month and filed within 1 day in CONTRACTOR's personnel files.
THPP Quarterly Report (A-24)	Quarterly	To CPM and CSW/DPO by 1/15, 4/15, 7/15, 10/15 and filed in the TPRF within 1 day.
THPP Annual Report (A-25)	Annually	To CPM, CSW/DPO and filed in CONTRACTOR's records by 1/15.
THPP Decertification Report (A-26)	As Required	To CPM and filed in CONTRACTOR's personnel records by 15 <sup>th</sup> day of the following month.
Special Incident Report (A-27)	As Required	According to guidelines defined the Special Incident Reporting Guide for Residential Facilities.
Confidentiality Issues - Release of DCFS Case Records (A-28)	As Required	Prior to the CSW/DPO discussing specific case information regarding the THPP candidate. And prior to the CONTRACTOR receiving the case documents from the CPM/CSW/DPO.
THPP Entry Assessment (A-29)	At Placement	To CPM within 1 day and filed immediately in the TPRF.

## THPP REPORT OUTLINE

<b>Report /Form</b>	<b>When completed/Used</b>	<b>Date due</b>
THPP Bi-Annual Assessment (A-30)	Every 6 months following Placement	To CPM 1/1 and 7/1 and filed immediately in the TRPF.
THPP Exit Assessment (A-31)	Emancipation/Age-out	TO CPM within 1 day of exit and filed immediately in the TRPF.
THPP Legal Rights of Teens In Out of Home Care (A-32)	Orientation	Give to Participant at Orientation
THPP Background Summary (A-33)	Upon referral by ILP and CSW/DPO	To CPM
Ansell-Casey Life Skills Assessment (A-34)	Fifteen (15) days of admission and every 12 months thereafter	To CPM
THPP Contract Regarding Participant's and Provider's Rights and Responsibilities (A-35)	Upon placement	To CPM

\* This chart is for informational purposes only and is not all-inclusive and does not take the place of the THPP Contract and Statement of Work requirements.

**EXHIBIT A-1**

**TRANSITIONAL INDEPENDENT LIVING PLAN  
(TILP)**

# ILP TRANSITIONAL INDEPENDENT LIVING PLAN (TILP)

NAME OF YOUTH		COUNTY:	
DATE OF FIRST TILP		TILP UPDATE	TILP UPDATE EXPIRATION DATE
CASE ID NUMBER	SOCIAL SECURITY NUMBER: - -	BIRTHDATE:	AGE GENDER
ETHNICITY	LANGUAGE		
CASE PLAN GOAL	PROJECTED CWS EMANCIPATION DATE		
YOUTH AWARE OF PROJECTED TERMINATION? <input type="checkbox"/> YES <input type="checkbox"/> NO	DATES	COUNTY OF ORIGIN/RESIDENCE	
MY STREET ADDRESS IS:	CITY	STATE	ZIP CODE
NAME OF CURRENT PLACEMENT CARETAKER/FACILITY			RELATIONSHIP, IF ANY
TELEPHONE NUMBER	LEGAL AUTHORITY TO PLACE	I AM AN INDEPENDENT LIVING PROGRAM PARTICIPANT: <input type="checkbox"/> YES <input type="checkbox"/> NO	
MARTIAL STATUS <input type="checkbox"/> SINGLE <input type="checkbox"/> MARRIED <input type="checkbox"/> SEPARATED <input type="checkbox"/> DIVORCED	PARENTAL STATUS: <input type="checkbox"/> PARENT OF # _____ <input type="checkbox"/> EXPECTANT PARENT <input type="checkbox"/> N/A		

## PERMANENCY

My permanency goal is: \_\_\_\_\_

My plan to achieve this goal is: \_\_\_\_\_

The person who is helping me achieve my permanency goals: \_\_\_\_\_

He/she helps me achieve my permanency goal by: \_\_\_\_\_

Date projected to complete my permanency goal: \_\_\_\_\_

## EDUCATION - Completed Schooling

Type of education I have completed:

- 9th Grade     10th Grade     11th Grade     12th Grade     High School Diploma  
 GED     Vocational Education     Community College     ROP     Workability Certificate  
 Job Corp     CA Conservation Corp     Other (specify) \_\_\_\_\_

Last School Attended: \_\_\_\_\_

Course of Study: \_\_\_\_\_

Date Completed: \_\_\_\_\_ Grade Point Average: \_\_\_\_\_

## Current Schooling

Type of education I am currently enrolled in:

- High School     GED Courses     Vocational Education     Community College  
 4-year College/University     Other (specify) \_\_\_\_\_

SCHOOL CURRENTLY ATTENDING	TYPE OF SCHOOL	GRADE	ANTICIPATED GRADUATION / GED DATE MO YEAR
SCHOOL ADDRESS (IF AVAILABLE)	SCHOOL PHONE # (IF KNOWN)	LEARNING DISABILITIES ASSISTANCE NEEDED? <input type="checkbox"/> YES <input type="checkbox"/> NO	
COURSE OF STUDY	CURRENT GRADE POINT AVERAGE	CREDITS COMPLETED/EARNED	

**Educational Goals**

My educational goals are:

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_

My plan to achieve these goals is:

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_

My education advisor is: \_\_\_\_\_

He/she helps me achieve my educational goals by:

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_

Date projected to complete my educational goals: \_\_\_\_\_

**Financial Aid/Scholarship Information (current and future college students)**

I am receiving or will receive (please mark all that apply):

Financial Aid    Scholarship    Grant    Chafee Education & Training Voucher    ILP funds    Other: \_\_\_\_\_

Please specify what is received or will be received:

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_

If I do not currently have Financial Aid/scholarship information and would like to obtain information about available options, my education advisor will help me achieve this by:

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_

**Additional Information**

Other information/interests that help me to achieve my educational goals (i.e., volunteer work, sport teams, etc.):

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_

**EMPLOYMENT**

Yes, the purpose of employment is to enable me to gain work experience and knowledge of work skills and the responsibilities of maintaining employment.

**EDD One-Stop Center:**

I am REGISTERED at an Employment Development Department (EDD) One-Stop Career Center : . . . . .  YES  NO

I am ENROLLED at an EDD One-Stop Career Center: . . . . .  YES  NO

I have participated/am participating in employment and training services provided at an EDD One-Stop Career Center: . . . . .  YES  NO

If NO, the date I will be participating in these services will be: \_\_\_\_\_

My One-Stop Career Center counselor is: \_\_\_\_\_

**Current Employment Information:**

Paid employment \_\_\_\_\_ Unpaid work experience (volunteer work) \_\_\_\_\_ Other \_\_\_\_\_

Start date: \_\_\_\_\_ Employer: \_\_\_\_\_

Job title: \_\_\_\_\_ Current work schedule: \_\_\_\_\_

Number of hours I work per week: \_\_\_\_\_ Rate of pay: \$ \_\_\_\_\_ per hour

Supervisor/Contact person: \_\_\_\_\_ Phone: ( \_\_\_\_\_ ) \_\_\_\_\_

Job responsibilities: \_\_\_\_\_

**Previous Employment**

Paid employment \_\_\_\_\_ Unpaid work experience (volunteer work) \_\_\_\_\_ Other \_\_\_\_\_

My first day on the job was: \_\_\_\_\_ Employer: \_\_\_\_\_

Job title: \_\_\_\_\_ Work schedule: \_\_\_\_\_

Number of hours I work per week: \_\_\_\_\_ Rate of pay: \$ \_\_\_\_\_ per hour

Supervisor/Contact person: \_\_\_\_\_ Phone: ( \_\_\_\_\_ ) \_\_\_\_\_

Job responsibilities: \_\_\_\_\_

The last day I worked for this employer is: \_\_\_\_\_

Reason for leaving: \_\_\_\_\_

Paid employment \_\_\_\_\_ Unpaid work experience (volunteer work) \_\_\_\_\_ Other \_\_\_\_\_

My first day on the job was: \_\_\_\_\_ Employer: \_\_\_\_\_

Job title: \_\_\_\_\_ Work schedule: \_\_\_\_\_

Number of hours I work per week: \_\_\_\_\_ Rate of pay: \$ \_\_\_\_\_ per hour

Supervisor/Contact person: \_\_\_\_\_ Phone: ( \_\_\_\_\_ ) \_\_\_\_\_

Job responsibilities: \_\_\_\_\_

The last day I worked for this employer is: \_\_\_\_\_

Reason for leaving: \_\_\_\_\_

**Employment Needs**

To achieve my employment goals, I need assistance in the following areas:

- 1. \_\_\_\_\_
- 2. \_\_\_\_\_
- 3. \_\_\_\_\_

My employment advisor is: \_\_\_\_\_

He/she helps me achieve my employment goals by:

- 1. \_\_\_\_\_
- 2. \_\_\_\_\_
- 3. \_\_\_\_\_

**CAREER**

**Career Goal**

My career goals are:

- 1. \_\_\_\_\_
- 2. \_\_\_\_\_
- 3. \_\_\_\_\_

My plan to achieve these goals is:

- 1. \_\_\_\_\_
- 2. \_\_\_\_\_
- 3. \_\_\_\_\_

My career advisor is: \_\_\_\_\_

He/she helps me achieve my career goals by:

- 1. \_\_\_\_\_
- 2. \_\_\_\_\_
- 3. \_\_\_\_\_

I am achieving my career goals:  YES  NO

Supporting documentation: \_\_\_\_\_

**HEALTH CARE**

I am on Medi-Cal?  YES  NO

Personal health issues that I am concerned about are:

- 1. \_\_\_\_\_
- 2. \_\_\_\_\_
- 3. \_\_\_\_\_

I would like information on the following:

- Family Planning  Mental Health Counseling  Drug Rehabilitation  Alcohol Rehabilitation
- Tobacco Cessation/Domestic Violence  Parenting Classes  Child Care
- Nutrition & Physical Fitness  Birth control  Family Planning & STDs  Medication Education
- Other (specify): \_\_\_\_\_

**HEALTH CARE - Continued**

My health care goals are:

- 1. \_\_\_\_\_
- 2. \_\_\_\_\_
- 3. \_\_\_\_\_

My plan to achieve these goals are: \_\_\_\_\_

- 1. \_\_\_\_\_
- 2. \_\_\_\_\_
- 3. \_\_\_\_\_

My health advisor is: \_\_\_\_\_

He/she helps me achieve my health care goals by:

- 1. \_\_\_\_\_
- 2. \_\_\_\_\_
- 3. \_\_\_\_\_

**CURRENT HOUSING**

Currently my living arrangement is:  Group home  Foster family home  Relative  THPP  Motel  
 Other (specify): \_\_\_\_\_

I have participated in a Transitional Housing Placement Program (THPP) for youth 16 to 18 years old: . . .  YES  NO

If YES, I was in the program for \_\_\_\_\_ days/weeks/months.

I am currently on a THPP waiting list: . . . . .  YES  NO

**FUTURE HOUSING PLANS**

When I leave foster care I plan to live (check all that apply):

- With minor children  In an apartment or house  Transitional housing for emancipated youth (THP-Plus)
- Host Family  With parent  With roommate  With relatives
- College Dorm  Homeless  Shelter  Unsafe
- Section 8 Vouchers  Temporary  With friends  Other (specify): \_\_\_\_\_

I have changed residences during the previous 12 months because: \_\_\_\_\_

I am currently on the transitional housing for emancipated youth waiting list: . . . . .  YES  NO

I am currently on the Section 8 voucher waiting list: . . . . .  YES  NO

My housing needs are: \_\_\_\_\_

My housing advisor is: \_\_\_\_\_

My housing advisor will assist me by: \_\_\_\_\_

**SUPPORT NETWORK**

I have a network of supportive adults to whom I can turn to in times of need: .....  YES  NO

If YES:

	<u>Relationship</u>	<u>Name of Supportive Adult</u>	<u>Contact Phone #</u>
Mentor	_____	_____	_____
Relative	_____	_____	_____
Social worker	_____	_____	_____
Friend	_____	_____	_____
ILP Staff	_____	_____	_____
Therapist	_____	_____	_____
Foster parent	_____	_____	_____
Teacher	_____	_____	_____
Other (relationship)	_____	_____	_____
Other (relationship)	_____	_____	_____

**FINANCIAL RESOURCES**

My sources of income include:

- Work     STEP Payment     SSI     Trust Account     CalWORKs     Allowance  
 Incentives     Financial Aid     EOP&S     CARE     Dept. of Vocational Rehabilitation  
 Chafee Education & Training voucher     ILP funds     Other (specify) \_\_\_\_\_

I currently have a:

- Checking Account     Savings Account     Neither

To pay bills and manage money, I will use:

- Checking Account     Savings Account     Money Orders     Cashier's Checks  
 Other (specify): \_\_\_\_\_

**LIVING SKILLS**

**SUMMARY ASSESSMENT OF LIVING SKILLS**

(Check the category below which best describes your level of self-sufficiency skills)

	<u>Expert</u>	<u>Know Something About</u>	<u>Need Training</u>
Self-advocacy skills	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Shopping, budgeting, financial management	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Credit issues	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Personal hygiene	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Survival skills	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
How to obtain physical/dental/vision/mental health care	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
How to obtain vital records	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Preventive health activities (including substance abuse prevention, smoking avoidance, nutrition education, pregnancy prevention)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Self esteem, self confidence	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Critical decision making skills	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Transitional Housing Placement Program experience	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Community resources (know where to find)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
How to use public transportation	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Computer skills	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
How to find and acquire housing, contracts, costs, processes, responsibilities, landlord/tenant issues	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Personal responsibility skills	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Household management	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Consumer and resource use	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
How to obtain financial assistance including, but not limited to, incentives, stipends, educational/vocational grants, CAL-Grants, EDD, etc..	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Other (specify below)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

My plan to become knowledgeable in the above Living Skills areas is:

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_

My living skills advisor is: \_\_\_\_\_

My living skills advisor will help me achieve these goals by:

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_

Date projected to complete my Living Skills goals: \_\_\_\_\_

**PERSONAL DOCUMENTATION**

	<u>On File</u>	<u>Requested</u>	<u>Have</u>	<u>N/A</u>
Birth Certificate	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Social Security Card/Number	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Immigration Record	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
High School Diploma Or GED/School Records	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Health and Education Passport	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Department Of Motor Vehicles Identification/License	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Department of Motor Vehicles Driving Permit	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Name and telephone number of one person	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Automobile insurance	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Death Certificate(s) of parent(s)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Proof of County Dependency status	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Immunization Records	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Medical Records	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Probation status/criminal history/community service clearance	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Information and assistance for completing applications to seal juvenile records pursuant to Welfare and Institutions Code, Section 781, as needed.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Work Permit	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Written information regarding dependency case/family history	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Date of birth and Social Security Number of parent(s)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Name/addresses/phone numbers of siblings and relatives	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Name and telephone number of mentor	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Information regarding procedures for inspecting documents listed under Welfare and Institutions Code, Section 827	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Information regarding jurisdiction termination hearings and potential consequences of a failure to attend.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Individual Education Plan	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
CA Children's Services records for medically fragile children	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Most recent psychological evaluation	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Other	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

The plan to acquire the above personal documents is:

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_

My personal documents advisor is: \_\_\_\_\_

My personal documents advisor will help me achieve these goals by:

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_

Date projected to complete my personal documentation goals: \_\_\_\_\_

Services already provided and goals already achieved are: \_\_\_\_\_

COUNTY: \_\_\_\_\_

This plan was completed with my help: .....  YES  NO

Signing this contract means that we will all work to complete the steps necessary to help the participant meet his/her goals. The form shall be updated at least every six months or sooner, if requested. Checking the box on the right of the date signifies that the signature is on the hard copy on file.

YOUTH	DATE	<input type="checkbox"/>
ADVISOR (TITLE)	DATE	<input type="checkbox"/>
ADVISOR(TITLE)	DATE	<input type="checkbox"/>
ADVISOR (TITLE)	DATE	<input type="checkbox"/>
ADVISOR (TITLE)	DATE	<input type="checkbox"/>
SOCIAL WORKER/PROBATION OFFICER	DATE	<input type="checkbox"/>
SOCIAL WORKER/PROBATION OFFICER SUPREVISOR	DATE	<input type="checkbox"/>

**AGENCY – TRANSITIONAL HOUSING PLACEMENT PROGRAM (THPP) AGREEMENT  
Child Placed by Agency in the THPP**

<b>Name of Child</b>	<b>Parent's Name</b>
<b>Birth date of Child</b>	<b>Date Placed</b>
Case Number	

Anticipated duration of placement is \_\_\_\_\_ months.

The agency will pay \$ \_\_\_\_\_ per \_\_\_\_\_ for room and board, initial clothing, education, incidentals, supervision and social services. First payment to be made within 45 day's after placement with subsequent payments to be made monthly.

If additional amounts are to be paid, the reason, amount and conditions shall be set forth here \_\_\_\_\_.

Special problems:  Yes If yes, explain \_\_\_\_\_  No

Agency Agrees To	THPP Agrees To
<ol style="list-style-type: none"> <li>1. Provide the THPP with knowledge of the background and needs of the child necessary for effective care. This shall include a social work assessment, medical reports, educational assessment, psychological/psychiatric evaluations, and identification of special needs when necessary.</li> <li>2. Work with the THPP toward development of Needs and Services Plan.</li> <li>3. Work toward termination of child's placement with THPP staff.</li> <li>4. Continue paying for this child's care as long as eligible and the THPP maintains child on an active status or until the agency requests that placement be terminated.</li> <li>5. Assist the CSW in the maintenance of this child's constructive relationships with parents and other family members, and to involve parents in future planing or this child.</li> <li>6. Contact this child in the THPP at least once a month. If case plan would indicate less frequent contact, the THPP will be informed.</li> <li>7. Inform THPP if child has any tendencies toward dangerous behavior.</li> <li>8. Provide an agency Transitional Housing Placement Program Agreement at the time of placement.</li> <li>9. Provide an updated Transitional Independent Living Plan at least every six (6) months.</li> <li>10. Provide a Medi-Cal card or other medical coverage at the time of placement. Provide authorization for medical treatment, signed by this child's parents or legal guardian.</li> <li>11. Provide a clothing allowance as permitted to meet initial clothing needs</li> <li>12. Participate in stabilization meeting(s) for placement not to be in jeopardy.</li> <li>13. Provide assistance with emergencies. Telephone number for after-hours or weekends is :</li> </ol>	<ol style="list-style-type: none"> <li>1. Provide this participant with the nurture, care, clothing, treatment and training suited to the participant's needs.</li> <li>2. Each THPP participant shall receive all necessary medical, dental, vision, and mental health services.</li> <li>3. The THPP agency shall provide services identified in the participant Needs and Services Plan and Transitional Independent Living Plan (TILP) as necessary to meet this participant's needs. The Agency is responsible for insuring the participant provides care and supervision for the participant child(ren).</li> <li>4. Encourage the maintenance of the natural parent-child relationship.</li> <li>5. To be free from corporal or unusual punishment, infliction of pain, humiliation, intimidation, ridicule, coercion, threat, mental abuse, or other actions of a punitive nature including but not limited to interference with the daily living functions of eating, sleeping, or toileting, or withholding of shelter, clothing, or aids to physical functioning.</li> <li>6. To be treated with respect and keep confidential information given about the child and his/her family. The participant shall have access to telephone service in the THPP unit at all times to make and receive confidential calls and send and receive unopened correspondence.</li> <li>7. To be accorded the greatest level of independence consistent with safety and the participant's ability and maturity level as outlined in the participant's Needs and Services Plan or TILP in order to prepare the participant for self-sufficiency.</li> <li>8. The Needs and Services Plan and TILP shall be reviewed at least every six months to determine the participant's need for continuing services; the need for modification in services. The agency shall insure the participant and his/her authorized representative are offered the opportunity to participate in the review. Modifications of this plan shall not be implemented without prior written approval from the authorized representative.</li> <li>9. Submit a modified Needs and Services Plan thirty (30) days from the date of placement in the THPP unit. This summary shall include information listed on the reverse side of this agreement form.</li> <li>10. Submit ongoing written evaluations to the agency monthly, quarterly and annually. These evaluations shall include information listed on the reverse side of this agreement form.</li> <li>11. Immediately notify agency of significant changes in this participant's health and behavior. Notify the participant's authorized representative and placement entity no later than the next working day when the participant has been moved under emergency circumstances without the authorized representative's participation.</li> <li>12. Submit copies of any pertinent information such as school reports, medical reports and psychological/psychiatric reports as completed.</li> <li>13. When the THPP agency determines the THPP can no longer meet the needs of this participant, the agency shall notify the authorized representative and provide written notification that the participant shall be removed within seven (7) days.</li> <li>14. Conform to the licensing requirements.</li> <li>15. Provide state and federal agencies access to maintained documentation on participant's in their care.</li> <li>16. Notify the agency immediately if an application is made on behalf of this participant for any kind of income. Examples of income include, but are not limited to child support payments, Veterans Benefits, Railroad Retirement, Social Security, RSHDI, and Supplemental Security Income/State Supplemental Program (SSI/SSP).</li> <li>17. Remit to Department of Public Social Services any income received on behalf of this child while in foster care up to the full cost of board and care plus medical cost in addition, I will cooperate to have the Social Security Administration, or the appropriate agency, make the Department of Public Social Services the payee for any funds received on behalf of this child.</li> </ol>

I have read the foregoing and agree to conform to these requirements. The terms of this agreement shall remain in force until changed by mutual agreement of both parties of this child is removed from the Transitional Housing Placement Program.

Signature of Children Placement Worker		Signature of Authorized THPP Representative	
Title	Name of Agency	Title	Name of THPP
Address		Address	

Phone Number	Date	Phone Number	Date
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**Initial diagnostic summary shall include:**

- A. Medical and dental needs
- B. Psychological/psychiatric evaluations obtained
- C. Staffing review summaries
- D. Educational assessment
- E. Peer adjustment
- F. Relationship to staff
- G. Involvement in recreation program
- H. Behavioral problems
- I. Short-term treatment objectives (goals established for next 3 months)
- J. Long-range goals including anticipated length of placement
- K. Tasks planned to reach objectives and goals and staff who will be performing these tasks, including agency service activity
- L. Identification of unmet needs
- M. Involvement of child and his parents in the treatment program

**Monthly evaluations shall include:**

- A. Current status of child's physical and psychological health
- B. Reassessment of child's adjustment to the Transitional Housing Placement Program. Program, peers, school and staff
- C. Progress toward short-term objectives and long-range goals including tasks which have been performed to reach these objectives and goals
- D. Reassessment of unmet needs and efforts made to meet these needs
- E. Modification of treatment plan, tasks to be performed and anticipated length of placement
- F. Involvement of child and his parents in treatment program

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Telephone: ( ) \_\_\_\_\_

Relationship to Minor:

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**SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES**

**JUVENILE COURT**

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IN THE MATTER OF:	<b>Juvenile Case Number</b>
<b>A MINOR</b>	DECLARATION IN SUPPORT OF ACCESS TO JUVENILE RECORDS (WIC 827)
<b>Date of Birth:</b> _____	

**Section A:**

TO BE CHECKED BY PROSECUTORIAL AGENCIES, LAW ENFORCEMENT AGENCIES AND CHILD PROTECTIVE AGENCIES:

Access to juvenile records in the within matter is necessary and relevant in connection with and in the course of criminal investigation or a proceeding brought to declare a person a dependent child or ward of the juvenile court.

**Section B:**

ALL OTHERS MUST COMPLETE THE FOLLOWING:

Access to juvenile records in the within matter is necessary to accomplish the legitimate goals of the juvenile justice system as follows:

- Evaluate minor or family background
- Evaluate treatment plan
- Audit juvenile justice system
- Other \_\_\_\_\_

Any records or reports or information relating to the contents of these records or reports will not be disseminated to any persons or agencies not authorized to receive documents under Section 827 Welfare and Institutions Code, nor will any records or reports or portions thereof or any information relating to the contents, be made attachments to any other documents used in connection with a criminal investigation or a proceeding to declare a minor a ward or dependent child of the juvenile court.

I declare under penalty of perjury that the foregoing is true and correct.

Dated \_\_\_\_\_

at: \_\_\_\_\_  
(Place)

\_\_\_\_\_  
(Signature)

THPP PLACEMENT INFORMATION AND AUTHORIZATION FORM

AGENCY NAME: \_\_\_\_\_ DATE: \_\_\_\_\_

CONTACT PERSON: \_\_\_\_\_

TELEPHONE: (\_\_\_\_) \_\_\_\_\_ EXT \_\_\_\_\_ FAX: (\_\_\_\_) \_\_\_\_\_

AGENCY ADDRESS: \_\_\_\_\_  
Street City Zip

Approval is requested to enroll \_\_\_\_\_ in \_\_\_\_\_  
Print Participant's Name Agency's Name

**Transitional Housing Placement Program.** (Program Manager Approval is REQUIRED Prior to ANY Placement)

ENROLLMENT REQUESTED: \_\_\_\_\_ PARTICIPANT'S PHONE NUMBER: (\_\_\_\_) \_\_\_\_\_  
(DATE)

PARTICIPANT'S PLACEMENT ADDRESS: \_\_\_\_\_  
Street Apt# City Zip

CAREGIVER \_\_\_\_\_ TELEPHONE: (\_\_\_\_) \_\_\_\_\_  
Print Name

CAREGIVER ADDRESS: \_\_\_\_\_  
Street Apt# City Zip

*Remote Site Model Yes\* No \* If Yes, attach CCLD approval.*

**TO BE COMPLETED BY COUNTY PROGRAM MANAGER**

PROGRAM MANAGER: \_\_\_\_\_ DATE: \_\_\_\_\_

\_\_\_\_ APPROVED

\_\_\_\_ DENIED

REASON(S):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

THPP  
UNIT VERIFICATION FORM

AGENCY: \_\_\_\_\_ Date: \_\_\_\_\_

UNIT ADDRESS: \_\_\_\_\_  
(INCLUDE UNIT # IF APPLICABLE)

PARTICIPANT: \_\_\_\_\_ CASE # \_\_\_\_\_

NUMBER OF BEDROOMS: \_\_\_\_\_ BATHROOMS: \_\_\_\_\_  
THPP PARTICIPANTS THAT CURRENTLY RESIDE IN THIS UNIT:

\_\_\_\_\_  
\_\_\_\_\_

MY SIGNATURE BELOW VERIFIES THAT THE ABOVE LISTED UNIT COMPLIES WITH ALL OF THE FOLLOWING:

- 1 THPP foster Participant shall not be placed with THPP probation Participant.
- 2 No more than 3 THPP Participants shall share a Unit.
- 3 Each THPP Participant shall have defined individual food storage space if there is three or more Participants in this Unit.
- 4 No more than two THPP Participants shall share a refrigerator.
- 5 No more than 2 THPP Participants shall share a bathroom.
- 6 No more than 2 THPP Participants will share a telephone or telephone line.
- 7 THPP Participant shall not share a Unit with anyone other individual who is not enrolled in the THPP program.
- 8 No room commonly used for other purposes shall be used as a bedroom.
- 9 No bedroom shall be used as a general passageway to another room.
- 10 THPP Participants with an infant(s) shall be provided with a crib(s)/bassinet(s).
- 11 Unit has child safety features (only for Participant's placed with their child(ren)).
- 12 Bedrooms shall have drawer and closet space for Participant's belongings.
- 13 Bunk beds shall not be used to furnish a bedroom.
- 14 Working smoke detectors are present in each hallway and bedroom.
- 15 One or more parking space(s) are allocated to this Unit.
- 16 Unit is adequately furnished with furniture/appliances that are in good and safe condition.
- 17 Window treatments are provided.
- 18 Participant was given an Emergency Plan that included emergency information, instructions and telephone numbers, including 24-hour emergency number(s) for Agency staff and CSW/DPO.
- 19 This Unit has a current Certificate of Compliance that meets all the requirements of California Rules and Regulations Chapter 7, Section 86030.5.

\_\_\_\_\_  
Agency staff signature

\_\_\_\_\_  
Print Name & Title, Date

**THPP FURNITURE INVENTORY FORM**

**PLACEMENT INVENTORY**

**QUARTERLY INVENTORY**

Today's Date: \_\_\_\_\_ Agency Name: \_\_\_\_\_

Type of Report: \_\_ Entry \_\_ Exit \_\_ Quarterly

THPP Participant's Name: \_\_\_\_\_

Unit Address: \_\_\_\_\_

ITEM	CONDITION		REPLACED/REPAIRED		DATE
1. Bed	<input type="checkbox"/> Good/Safe	<input type="checkbox"/> Poor/Unsafe	<input type="checkbox"/> Yes	<input type="checkbox"/> No	
2. Night stand	<input type="checkbox"/> Good/Safe	<input type="checkbox"/> Poor/Unsafe	<input type="checkbox"/> Yes	<input type="checkbox"/> No	
3. Kitchen Table	<input type="checkbox"/> Good/Safe	<input type="checkbox"/> Poor/Unsafe	<input type="checkbox"/> Yes	<input type="checkbox"/> No	
4. Kitchen Chairs	<input type="checkbox"/> Good/Safe	<input type="checkbox"/> Poor/Unsafe	<input type="checkbox"/> Yes	<input type="checkbox"/> No	
5. Couch	<input type="checkbox"/> Good/Safe	<input type="checkbox"/> Poor/Unsafe	<input type="checkbox"/> Yes	<input type="checkbox"/> No	
6. Coffee Table	<input type="checkbox"/> Good/Safe	<input type="checkbox"/> Poor/Unsafe	<input type="checkbox"/> Yes	<input type="checkbox"/> No	
7. End Table	<input type="checkbox"/> Good/Safe	<input type="checkbox"/> Poor/Unsafe	<input type="checkbox"/> Yes	<input type="checkbox"/> No	
8. _____	<input type="checkbox"/> Good/Safe	<input type="checkbox"/> Poor/Unsafe	<input type="checkbox"/> Yes	<input type="checkbox"/> No	
9. _____	<input type="checkbox"/> Good/Safe	<input type="checkbox"/> Poor/Unsafe	<input type="checkbox"/> Yes	<input type="checkbox"/> No	
10. _____	<input type="checkbox"/> Good/Safe	<input type="checkbox"/> Poor/Unsafe	<input type="checkbox"/> Yes	<input type="checkbox"/> No	

If Entry Inventory, Participant shall be allowed to take the following items upon emancipation:

\_\_\_\_\_

CONTRACTORS SIGNATURE: \_\_\_\_\_

THPP PARTICIPANT'S SIGNATURE: \_\_\_\_\_

ATTACH ADDITIONAL SHEETS AS NECESSARY



THPP MANDATORY ORIENTATION CHECKLIST

AGENCY NAME: \_\_\_\_\_ DATE: \_\_\_\_\_

PARTICIPANT'S  
NAME: \_\_\_\_\_  
(PRINT)

UNIT ADDRESS: \_\_\_\_\_  
STREET APT # CITY ZIP

I UNDERSTAND AND RECEIVED COPIES OF EACH OF THE FOLLOWING:

- 1. \_\_\_ GRIEVANCE/COMPLAINT PROCEDURES
- 2. \_\_\_ AGENCY POLICIES
- 3. \_\_\_ AGENCY RULES
- 4. \_\_\_ FOSTER BILL OF RIGHTS
- 5. \_\_\_ LEGAL RIGHTS OF TEENS IN OUT-OF-HOME CARE
- 6. \_\_\_ PERSONAL RIGHTS
- 7. \_\_\_ THPP EXPECTATIONS
- 8. \_\_\_ LIST OF FURNITURE THAT I WILL TAKE WITH ME UPON EMANCIPATION
- 9. \_\_\_ ILP PARTICIPATION
- 10. \_\_\_ EMERGENCY PLAN INCLUDING EMERGENCY TELEPHONE NUMBERS
- 11. \_\_\_ NAME AND PHONE NUMBER(S) OF MY AGENCY'S SOCIAL WORKER, AND DIRECT CARE STAFF.
- 12. \_\_\_ OTHER: \_\_\_\_\_
- 13. \_\_\_ OTHER: \_\_\_\_\_

\_\_\_\_\_  
PARTICIPANT'S SIGNATURE

\_\_\_\_\_  
DATE

\_\_\_\_\_  
CSW/DPO SIGNATURE

\_\_\_\_\_  
DATE

**FOSTER YOUTH BILL OF RIGHTS**

The California Youth Connection, a statewide organization of youth in the foster care system, has written the "Foster Youth Bill of Rights". It is an objective of foster care to ensure that the personal rights of individuals who are in out-of-home care are protected subject to limitations inherent in the foster caregiver's responsibility to ensure resident safety, safety of others and foster caregiver's role as parent as described in the case plan/case plan update, court order and treatment plan. Any restrictions on the rights of any individual child must be approved by COUNTY Program Director on a case by case basis. These rights include the following:

- 1) The right to be treated with respect.
  1. The facility shall ensure that the resident and his/her authorized representative(s) are offered the opportunity to participate in the development of the needs and service plan. 84068.2(d)
  2. Facilities shall ensure that privacy rights of residents are respected. Individual privacy shall be provided in all toilet, bath, shower and dressing areas. 84088(b)(4)
  3. Staff shall treat residents with respect and shall be prohibited from humiliating, intimidating, ridiculing, coercing or threatening residents. 80072 (a)(3)
  4. Access to bathrooms shall not be unreasonably limited during waking or sleeping hours.
  5. Residents shall have the right to be free to attend religious services and activities of his/her choice and to have visits from the spiritual advisor of his/her choice. Attendance at religious services, in or out of the facility shall be on a completely voluntary basis. 80072(a)(5)(A)
  6. Residents shall have the right to have visitors visit privately during waking hours without prior notice, provided that such visitations are not prohibited by the resident's needs and services plan; do not infringe upon the rights of other residents; do not disrupt planned activities; and are not prohibited by court order or by the resident's authorized representative(s). 84072(b)(5)
- 2) The right to adequate living conditions.
  7. The home must meet licensing standards.

8. Residents shall have the right to privacy in their own rooms and shall not be prohibited from closing the doors to their rooms absent specific concerns for the safety of the resident.
  9. Residents shall be allowed to possess and use their own toilet articles. 84072(b)(7)
  10. Residents shall have access to individual storage space for their private use. 84072(b)(10)
  11. Residents shall possess and use his/her own personal items unless prohibited as part of a discipline program. 84072(b)(9)
  12. Residents shall be provided with adequate food pursuant to 80076, including between meal nourishment or snacks. 80076(a)(4)
  13. Residents who require special diets including vegetarian diets, religious diets or diets based on health needs shall be provided with appropriate food.
  14. Residents shall not be required to perform chores which are beyond the scope of expectations as outlined in the house rules or discipline information reviewed at placement by COUNTY worker and resident except on a voluntary basis and for compensation.
- 3) The right to adequate voluntary medical, dental and psychiatric care.
15. Non-medical staff shall not make medical decisions about the severity of an illness or injury or screen resident requests for medical attention without consultation with a physician, a nurse or a trained health practitioner.
  16. Psychotropic medications shall not be administered without parental consent, court order or compliance with court policy for administration of psychotropic medications.
  17. Facility staff shall respect the confidentiality of residents' medical or psychiatric treatment. Information about this treatment shall not be generally available to staff.
  18. Residents have the right to a second opinion if requested before being required to undergo intrusive medical, dental or psychiatric procedures provided there is a resource for payment such as private insurance coverage for the resident, Medi-Cal authorization, etc.

19. Residents have the right to contact their COUNTY social worker regarding receiving or rejecting medical care or health related services. 80072(a)(9)
- 4) The right to fair treatment in administering rewards and punishments.
  20. Facilities shall develop, maintain and implement written facility discipline policies and procedures meeting the requirements specified below:

Staff, residents and authorized representatives shall receive copies of such policies and procedures and copies of such policies and procedures shall be maintained in the resident's record.

Any form of discipline which violates a resident's personal rights as specified in Sections 80072 and 84072 shall be prohibited. 84072.1(a)(b)

New resident's should not always/automatically start on the lowest level of the incentives system.

Level assignment and privileges shall be consistent with the case plan/case plan update/court order(s).

They should not be punished for being new and/or being moved.
  21. Residents shall have a right to appeal disciplinary actions that result in a loss of privileges. This appeal includes a right to notice of an alleged infraction and the intended punishment, as well as a decision by a third party, using the grievance procedure as described by the foster caregiver in the orientation to placement.
  22. Residents have a right to file a complaint with the facility, as specified in Section 84072(b)(2).
- 5) The right to contact with family members, COUNTY social workers, attorneys, Court Appointed Special Advocates and other designated adult supporters.
  23. Residents shall have access to telephones in order to make and receive confidential calls, provided that such calls are not prohibited by the resident's needs and service plan; are not prohibited as a form of discipline; do not infringe upon the rights of other residents; do not restrict availability of the telephone during emergencies and are not prohibited by court order or by the resident's authorized representative(s). 84072(b)(11)
  24. Calls to the resident's authorized representative or placement agency or family members included in the service plan shall not be prohibited as a form of discipline. 84072(b)(11)(C).

25. Residents shall send and receive unopened correspondence, including court reports, unless prohibited by court order or by the resident's authorized representative(s). 84072(b)(12)
26. The facility will promptly and completely answer communications to the facility from resident's relatives and/or authorized representative(s). 84072(b)(4)
27. Level systems shall not restrict personal rights as defined in Title 22, Section 84072. These include the right to approved visitors; telephone calls to parents or relatives included in the case plan, COUNTY social workers, Court Appointed Special Advocates or attorneys; access to correspondence; and access to medical care.
- 6) The right to education and community involvement.
28. Residents shall have the right to attend public school unless otherwise specified in their case plan.
29. Residents shall have the right to participate in extracurricular activities in accordance with the case plan. The facility shall provide transportation necessary to participate in these activities to the extent possible and agreed upon. The facility shall make it possible for residents to attend church and community activities. 84079(a-c)
- 7) The right to work and develop job skills.
30. Residents shall be allowed to participate in education, employment and ILP services. Access to these services shall not be withheld. Transportation arrangements for residents who do not have independent arrangements shall be made. 80022(b)(10)
31. The facility shall assist each youth age 14 or over to develop vocational skills and obtain documents necessary for employment. This may also include providing assistance in job training.
32. The facility shall support each youth who so desires in obtaining and maintaining employment by providing transportation, assisting in purchasing uniforms and providing other forms of support to the extent possible and agreed upon.
- 8) The right to social contacts.
- Reprise 6. Residents shall have the right to have visitors visit privately during waking hours without prior notice, provided that such visitations are not prohibited by the resident's needs and services plan; do not infringe upon the rights of other residents; do not disrupt planned activities; and are not prohibited by court order or by the resident's authorized representative(s). 84072(b)(5)
- Reprise 23. Residents shall have access to telephones in order to make and receive confidential calls, provided that such calls are not prohibited by the resident's needs and service plan; are not permitted as a form of discipline; do not infringe.

upon the rights of other residents; do not restrict availability of the telephone during emergencies and are not prohibited by court order or by the resident's authorized representative(s). 84072(b)(11)

Reprise 25. Residents shall send and receive unopened correspondence unless prohibited by court order or by the resident's authorized representative(s). 84072(b)(12)

9) The right to adequate clothing.

33. Residents shall possess their own clothes. 84072(b)(6)

10) The right to a reasonable allowance.

34. Residents shall be provided an allowance no less frequently than once per month unless regulatory exception criteria are met. 84077(a)(2)

35. Residents shall possess and use their own cash resources except as specified in Section 84026. 84072(b)(8)

36. Residents' allowances may not be withheld unless regulatory criteria are met. Any amount of a resident's allowances that is withheld as a form of discipline must meet the requirements of 84026(a-c), including the requirements that the fines shall be used for the benefit of the individual resident or all residents in placement, separate accounting, etc. The circumstances under which fines are to be imposed shall be specified in writing. Allowances may not be withheld because a resident is working. 84026(a-c)

37. Residents' cash resources, including allowances, shall not be used for any basic services specified in the regulations such as toilet articles or basic clothing needs. 80026(f)

## THPP PERSONAL RIGHTS

- (a) THPP licensees are not subject to the provisions in Section 80072. Instead, THPP licensees are subject to the following and the following shall apply:
- (b) The licensee shall ensure that each participant is accorded the personal rights specified in this section.
- (c) Each participant, and his/her authorized representative, shall be personally advised and given at admission a copy of the rights specified below.
- (d) Each participant shall have personal rights, which include but are not limited to the following:
  - (1) To be accorded the greatest level of independence consistent with safety and the participant's ability and maturity level as outlined in the participant's Needs and Services Plan or TILP in order to prepare the participant for self-sufficiency.
  - (2) To be accorded safe, healthful and comfortable home accommodations, furnishings and equipment that are appropriate to his/her needs.
  - (3) To be treated with respect and to be free from physical, sexual, emotional or other abuse in accordance with Section 86072(d)(5).
  - (4) To be free from corporal or unusual punishment, infliction of pain, humiliation, intimidation, ridicule, coercion, threat, mental abuse, or other actions of a punitive nature including but not limited to interference with the daily living functions of eating, sleeping, or toileting, or withholding of shelter, clothing, or aids to physical functioning.
  - (5) To have fair and equal access to all available services, placement, care, treatment, and benefits, and not to be subjected to discrimination or harassment on the basis of actual or perceived race, ethnic group identification, ancestry, national origin, color, religion, sex, sexual orientation, gender identity, mental or physical disability, or HIV status.
  - (6) To receive necessary medical, dental, vision, and mental health services.
  - (7) To contact Community Care Licensing Division of the State Department of Social Services regarding violations of rights, to speak to representatives of the office confidentially and to be free from threats or punishments for making complaints.
  - (8) To have social contacts with people outside of the foster care system, such as teachers, church members, mentors and friends, in accordance with Section 86072(d)(5).

- (9) To have social contacts with people outside of the foster care system, such as teachers, church members, mentors and friends, in accordance with Section 86072(d)(5).
- (10) To contact family members, unless prohibited by court order.
- (11) To visit and contact brothers and sisters, unless prohibited by court order.
- (12) To contact social workers, attorneys, foster youth advocates and supporters, Court Appointed Special Advocates (CASA), and probation officers.
- (12) To have visitors, provided the rights of others are not infringed upon.
- (13) To attend religious services and activities of his or her choice.
- (14) To be free to attend court hearings and speak to the judge.
- (15) To have all his/her juvenile court records be confidential, consistent with existing law.
- (16) To be accorded dignity in his/her personal relationships with other persons in the home.
  - (A) To be free from unreasonable searches of person.
  - (B) To be free from unreasonable searches of personal belongings.
- (17) To have visitors as specified by the licensee's policies, in accordance with Welfare and Institutions Code Section 16522.1(h), including:
  - (A) Relatives, including parents unless prohibited by court order or by the participant's authorized representative.
  - (B) Authorized representative and placing agency.
  - (C) Other visitors unless prohibited by court order or by the participant's authorized representative or placing agency.
- (18) To possess and control his/her own cash resources unless otherwise agreed to in the participant's needs and services or TILP and by the participant's placing agency and authorized representative.
- (19) To possess and use his/her own personal possessions, including toilet articles.
  - (A) Clothing and personal items provided shall be in accordance with Section 86072(d)(5).

- (20) To have access to a telephone to make and receive confidential calls.
- (21) To send and receive unopened correspondence.
- (22) To have access to existing information regarding available educational options, including, but not limited to, coursework necessary for vocational and postsecondary educational program, and financial aid information for these programs.
- (23) In addition to the personal rights as specified in this section, all participants shall be entitled to all personal rights specified in Welfare and Institutions Code Section 16001.9.

**NOTE: Authority cited: Sections 1530 and 1559.110, Health and safety Code, Section 16522, Welfare and Institutions Code. Reference: Sections 1501,1531, Health and Safety Code; Sections 16001.9, 16500, and 16522.1, Welfare and Institutions Code.**

**THPP PERSONAL ITEM INVENTORY**

<input type="checkbox"/> INITIAL <input type="checkbox"/> QUARTERLY
--

**AGENCY** \_\_\_\_\_

**PARTICIPANT'S NAME** \_\_\_\_\_

**DATE:** \_\_\_\_\_

**PERSONAL HYGIENE**

- FACIAL TISSUE
- BATH SOAP
- TOOTHBRUSH
- TOOTHPASTE
- MOUTHWASH
- DENTAL FLOSS
- DEODORANT
- COMB
- BRUSH
- SHAMPOO
- HAIR CARE PRODUCTS
- LOTION
- ACNE MEDICATION
- SANITARY NAPKINS/TAMPONS (FEMALE)
- Q-TIPS
- PETROLEUM JELLY
- TOILET PAPER
- OTHER \_\_\_\_\_

**LAUNDRY ITEMS**

- LAUNDRY DETERGENT
- BLEACH
- FABRIC SOFTENER
- STAIN/SPOT REMOVER
- LAUNDRY BASKET
- OTHER \_\_\_\_\_

**FIRST AID ITEMS**

- STERILE GAUZE
- FIRST-AID TAPE
- STERILE GAUZE PADS
- COTTON BALLS
- RUBBING ALCOHOL
- HYDROGEN PEROXIDE
- ANTISEPTIC SPRAY
- CURRENT EDITION OF A FIRST AID MANUAL (APPROVED BY THE AMERICAN RED CROSS/AMERICAN MEDICAL ASSOCIATION OR STATE OR FEDERAL AGENCY)
- OTHER \_\_\_\_\_

**CLEANING ITEMS \***

- ALL PURPOSE CLEANER
- SCOURING POWDER
- BLEACH
- MILDEW REMOVER
- SPONGES
- BROOM
- MOP & BUCKET
- PAPER TOWELS
- GLASS CLEANER
- FURNITURE POLISH
- DUST CLOTHS
- DISH RAG (3)
- DISH TOWELS (5)
- OVEN CLEANER

**LINENS**

- FITTED SHEET
- FLAT SHEET
- PILLOWCASE
- BLANKET
- BEDSPREAD
- BATH TOWELS (2)
- WASH CLOTHS (5)

**UPON INITIAL PLACEMENT CONTRACTOR HAS PROVIDED YOU WITH ALL OF THE ABOVE FULL-SIZE PERSONAL HYGIENE ITEMS AND OTHER ITEMS LISTED ABOVE.**

\_\_\_\_\_  
PARTICIPANT'S SIGNATURE

\_\_\_\_\_  
DATE

\_\_\_\_\_  
AGENCY STAFF SIGNATURE

\_\_\_\_\_  
DATE

\* IF PARTICIPANT SHARES A UNIT WITH OTHER PARTICIPANT(S) CONTRACTOR SHALL INITIALLY SUPPLY CLEANING ITEMS TO THE UNIT AND PARTICIPANT(S) WILL BE RESPONSIBLE FOR REPLACING THEM ON AS NEEDED BASIS.

THPP CLOTHING INVENTORY

AGENCY: \_\_\_\_\_

DATE: \_\_\_\_\_

NAME: \_\_\_\_\_

CASE # \_\_\_\_\_

\_\_\_ INITIAL INVENTORY

\_\_\_ QUARTERLY INVENTORY

ITEM	REQUIRED	# NEEDED	*REQUESTED/REPLACED
Underpants	8 pair		
Bras (female)	2		
Slip (female)	2		
T-Shirt	4-6		
Sweater	1		
Jacket/Coat	1		
School Outfits	6		
Casual Outfits	8		
Employment Outfits	3		
Regulation P.E. Outfit	1		
Pajama/Gown	2-4		
Bathrobe	1		
Belt	2		
Socks	8 pair		
Pantyhose (female)	4-6		
Slipper	1 pair		
Tennis/School Shoes	1 pair		
Tennis/Casual Shoes	1 pair		
Employment Shoes	1 pair		
Other:			

Participant's Signature: \_\_\_\_\_

Staff Signature: \_\_\_\_\_

Comments:

\_\_\_\_\_

\_\_\_\_\_

\* At initial placement Agency shall request missing items through the Participants CSW/DPO. At any other time during the Placement Participant is responsible for replacing necessary items and shall be counseled by agency staff on how to do so.

THPP MONTHLY ALLOWANCE LOG

FOR \_\_\_\_\_ 200\_\_.  
(MONTH)

AGENCY: \_\_\_\_\_

PARTICIPANT: \_\_\_\_\_  
(PRINT NAME)

ITEM **	AMOUNT RECEIVED	DATE	AMOUNT RECEIVED	DATE	TOTAL RECEIVED
FOOD \$200.00	\$		\$		\$
TELEPHONE* \$40.00	\$		\$		\$
LAUNDRY/ DRY CLEANING \$50.00	\$		\$		\$
TOILETRIES \$25.00	\$		\$		\$
CLOTHING \$75.00	\$		\$		\$
CLEANING SUPPLIES \$15.00	\$		\$		\$
BUS PASS \$30.00	\$		\$		\$
RECREATION \$60.00	\$		\$		\$
SAVINGS \$100.00	\$		\$		\$
MISC. \$65.00	\$		\$		\$
OTHER:	\$		\$		\$
	\$		\$		\$
FINES:					
___ Instance for:	(\$ )		(\$ )		(\$ )
INCOME					
SOURCE:	\$		\$		\$
TOTAL EXPENSES/INCOME					\$

I RECEIVED THE ABOVE AMOUNTS FOR EACH ITEM LISTED AND I AGREE TO ADHERE TO THE ABOVE ESTIMATED MONTHLY BUDGET.

\_\_\_\_\_ THPP PARTICIPANT'S SIGNATURE \_\_\_\_\_ DATE

MY SAVINGS GOAL IS	TO DATE I HAVE SAVED	PARTICIPANT'S INITIALS
\$	\$	

I PLAN ON USING MY SAVINGS UPON EMANCIPATION FOR THE FOLLOWING:  
\_\_\_\_\_

\_\_\_\_\_ AGENCY STAFF DISTRIBUTING ALLOWANCE \_\_\_\_\_ DATE

\* PARTICIPANT IS ONLY RESPONSIBLE FOR THEIR PORTION OF THE BILL ABOVE THE BASIC RATE  
\*\* THESE ARE THE MINIMUM AMOUNTS THAT THE PARTICIPANT IS TO RECEIVE MONTHLY.



**EXHIBIT A – 15**

**0600-514.10**

**ADMINISTRATION OF PSYCHOTROPIC DRUGS  
TO DCFS-SUPERVISED CHILDREN**

## Procedural Guide

0600-514.10

### ADMINISTRATION OF PSYCHOTROPIC MEDICATION TO DCFS-SUPERVISED CHILDREN

Date Issued: 06/01/06

- Revision of Existing Procedural Guide 0600-514.10, Administration of Psychotropic Drugs to DCFS-Supervised Children dated 10/31/01

**Revision Made:** Revised per the updated Los Angeles County Superior Court Psychotropic Medication Protocol dated 12/08/05. Addresses: new process for physician/psychiatrist submission of authorization request; notice to parent/legal guardian; court determination process; and cross over of cases with Department 95 (the Mental Health Court for conservatorship cases or when a DCFS youth challenges the continuance of a psychiatric hospital hold beyond 72 hours).

Cancels: None

#### DEPARTMENTAL VALUES

This Procedural Guide supports the Department's efforts to ensure safety for DCFS-supervised children through the appropriate administration of psychotropic medications prescribed by the child's physician or psychiatrist. Additionally, this Procedural Guide supports the Department's efforts to achieve timely permanency (family reunification, adoption or legal guardianship) for children by ensuring that DCFS-supervised children enjoy optimum mental health.

#### WHAT CASES ARE AFFECTED

This Procedural Guide is applicable to all new and existing referrals and cases.

#### OPERATIONAL IMPACT

Many children who are supervised by DCFS receive mental health services. In some cases, the treating professional may form the conclusion that the child's mental health would improve if treated with psychotropic medication.

The Los Angeles juvenile court's Psychotropic Medication Protocol defines psychotropic medication as:

...those drugs administered for the purpose of effecting the central nervous system to impact behavior or psychiatric symptoms. Such medications include but are not limited to: anxiolytic agents, antidepressants, mood stabilizers, antipsychotic medications, anti-Parkinson agents, hypnotics, medications for dementia and psychostimulants.

Anticonvulsant medications, when prescribed expressly to control seizures, and medications prescribed to control enuresis are not considered to be psychotropic medications.

The Welfare and Institutions Code, together with the Los Angeles Superior Court, have provided specific guidelines and limitations regarding a physician's provision of psychotropic medication to a child who is a dependent of the juvenile court and under the supervision of DCFS.

Court authorization **is required** prior to non-emergency psychotropic medication being prescribed in the following circumstances:

1. For any child on whose behalf the court has made disposition orders, and who resides in out-of-home care unless the court has issued specific orders delegating this authority to a parent upon making findings on the record that the parent poses no danger to the child and has the capacity to authorize psychotropic medications.

Court authorization is not required prior to psychotropic medication being prescribed under the following circumstances:

1. The court has not yet made disposition orders on behalf of the child (parent/legal guardian consent required).
2. The court has made disposition orders and the child resides in the home of a parent or legal guardian (parent/legal guardian consent required).
3. The physician has made a determination that an emergency exists. The court has defined an emergency as:
  - the physician finds that a child requires psychotropic medication,
  - due to a mental disorder,
  - where the purpose of the medication is to
    - (a) protect the life of the child or others,
    - (b) prevent serious harm to the child or others, or
    - (c) to treat current or imminent substantial suffering, and
  - it is impracticable to obtain consent.

It is not necessary for the harm to actually take place or become unavoidable.

The physician has specific duties under the law with respect to prescribing psychotropic medication for DCFS-supervised children. The CSW must have confirmation that the court has authorized the use of psychotropic medication.

1. In all pre-adjudication cases or post-disposition cases where the child is placed Home-of-Parent (includes Legal Guardian) or cases where the child is placed in out-of-home care and the court has issued specific orders delegating psychotropic medication decision making authority to a parent, the physician must make a good-faith effort to obtain written parent/legal guardian consent before prescribing psychotropic medication for a child.
2. In cases where parent/legal guardian consent cannot be obtained prior to disposition, or when the case is post-disposition, the child is placed in Out-of-Home Care and the court has not issued specific orders delegating psychotropic medication decision making authority to a parent, the physician must fax, to the DCFS D-Rate Unit, a completed Psychotropic Medication Authorization Form (PMAF). The DCFS D-Rate Unit phone number is (562) 903-5335 or 5336. The fax number is (562) 941-7205. The Medical History/Examination and Medications portions of the PMAF must be personally filled out and signed by the physician.

<p><b>NOTE:</b> If the physician has not indicated the range of dosages, then only the dose on the form will be authorized and increases will need a new PMAF.</p>
--

3. The physician must accept telephone inquiries from Juvenile Court Mental Health Services, the child's attorney, the judicial officer or the Child's Court Appointed Special Advocate (CASA).
4. The physician is required to explain to the child, in age-appropriate terms, the purpose and benefits of the medication.
5. When a child is given psychotropic medication in an emergency situation, the physician requesting authorization must document on the PMAF the basis for the emergency.

In those situations where parent/legal guardian consent is sufficient, the physician may begin administration of the psychotropic medication as soon as consent has been obtained.

In those cases where court authorization is required, the physician **may not** commence prescription and administration of psychotropic medication until court authorization has been obtained. The only exceptions are:

- When the medication currently being taken by the child is being continued; or
- when the physician has determined an emergency, as defined above. In an emergency, the physician may begin administration of the psychotropic medication

as long as (s)he has simultaneously submitted an emergency PMAF for court approval.

Day 1: Caregiver seeks medical evaluation of child.  
Dr. recommends psychotropic medication.  
Dr. and Caregiver fill out the PMAF.  
Dr. faxes pages 1 & 2 of PMAF to the DCFS D-Rate Unit.

**DCFS D-Rate Unit sends:**

1. Cover letter & Opposition Form to child's parent or legal guardian;
2. A copy of the PMAF to assigned CSW & PHN;
3. The Original PMAF to the Dependency Psychotropic Desk Clerk (PDC)
  - DCFS D-Rate Unit will attach page 3 of the PMAF and indicate that Notice has been sent to the child's parent or legal guardian.

Court Day 1-2: PDC receives the PMAF and issues a log number;  
PDC enters PMAF into data base and retrieves file;  
PDC gives copy of PMAF (with Opposition form) to the child's attorney;  
PDC places PMAF in Juvenile Court Mental Health Services (JCMHS) mail box.

Court Day 2-4: JCMHS reviews and returns PMAF with recommendation/comment to PDC.

Court Day 2-7: PDC enters the date JCMHS returned PMAF, places the PMAF file and any objections in the courtroom mailbox.  
Court approves, modifies or denies PMAF.  
Judicial Assistant makes copies of signed PMAF for distribution and places original PMAF in confidential envelope in the legal file.

Court Day 3-7: PDC distributes copies of signed PMAF to JCMHS, Dr. and DCFS D-Rate Unit.

Court Day 8: DCFS D-Rate Unit distributes copy of signed PMAF to Caregiver, CSW and PHN.

- PHN enters the information into CWS/CMS.

If the court does not authorize the medication, it is the CSW's responsibility to contact the physician and advise the physician that (s)he may not prescribe or administer the medication but has the option to respond to the JCMHS comments with a new PMAF.

The authorization is good for six months unless otherwise ordered by the Juvenile Court. If the physician believes a longer course of medication is necessary or decides to change the type of medication or the dosage, another request must be made. In situations where a child who enters the Juvenile Court system is being treated with psychotropic medication, the physician may continue the medication pending an order

from the court. A new authorization is not required if the child changes physicians, as long as the medication, strength and dosage remain the same as previously authorized and as long as the authorization paperwork and medication follow the child. A physician can continue medication while the renewal request is pending before the Court.

The Juvenile Court retains the authority to authorize psychotropic medication for children in the following circumstances:

- Children under Juvenile Court jurisdiction who are involuntarily detained under the Lanterman-Petris-Short (LPS) Act,
- Children under orders for suitable placement and voluntary hospital commitment, and
- Children committed to the State Department of Developmental Services by the Mental Health Court (D-95). However, the Mental Health Court shall have exclusive power to determine issues of consent to medication in all cases in which a permanent LPS conservatorship has been established.

## **Procedures**

### **A. WHEN: A CHILD IS DETAINED**

#### **CSW Responsibilities**

1. Ensure that a copy of the Psychotropic Medication Authorization Form (PMAF) is included in the placement packet (refer to LA Kids for a copy of the form).
  - Complete the "Identifying Information" section of the PMAF.
  - Provide the original PMAF to the caregiver.
2. Explain to the caregiver the steps that will need to be taken should a physician or psychiatrist recommend psychotropic medication for the child in the future.
3. Instruct the caregiver to contact the CSW immediately upon learning of the doctor's treatment plan for the child includes psychotropic medication.

### **B. WHEN: A PHYSICIAN OR PSYCHIATRIST TREATMENT PLAN INCLUDES PSYCHOTROPIC MEDICATION AND THE CHILD'S CASE HAS NOT BEEN ADJUDICATED**

Although it is the CSW's responsibility to oversee the child who may be receiving psychotropic medication, the regional Public Health Nurse (PHN) will be a valuable resource. If there are questions regarding any aspect of the proposed treatment, it is recommended that the CSW ask the PHN to communicate with the physician and serve as a liaison between the physician and our Department.

## CSW Responsibilities

1. Instruct the caregiver to provide the Psychotropic Medication Authorization Form (PMAF) to the physician.
2. Contact the physician and explain that the “Clinical Information” and “Medications” sections of the PMAF (see **NOTE**) need to be completed in detail. Explain, if necessary, what is required of the physician before the child can be treated with psychotropic medications. Direct the physician to attempt to contact the parent/legal guardian.

**NOTE:** It is the physician’s responsibility to explain to the parent/legal guardian the need for the medication, possible side effects and so forth. It is also the physician’s responsibility to obtain parental consent.

The “Medications” section of the PMAF must be completed by the prescribing physician. The physician must list all prescribed medications the child currently takes and will be taking if the request is granted, whether or not these were prescribed by the requesting physician. The physician is encouraged to indicate the range of dosages to be authorized. If the physician does not indicate a range of dosages, a new PMAF will be required for each change in the dosage schedule.

The prescribing physician must explain to the child, in age-appropriate terms:

- The recommended course of treatment,
- The basis for the treatment, and
- The possible results of taking the medication, including possible side effects.

3. Inform the physician that a signed copy of the completed PMAF must be faxed to the DCFS D-Rate Unit before the psychotropic medication may be prescribed.
4. Document in the child’s Contact Notebook all communications with the caregiver, the physician and the parent/legal guardian regarding the psychotropic medication authorization request.

**NOTE:** The DCFS D-Rate Unit will provide the CSW with a copy of the physicians initial PMAF. This should be filed in the child’s Psychological/Medical/Dental folder (purple).

5. The DCFS D-Rate Unit will provide the CSW and the PHN with a copy of the PMAF containing the Court’s order. File a copy of the signed court order in the child’s Psychological/Medical/Dental (purple) folder.

- If the court approves the psychotropic medication authorization, verify with the caregiver, that the prescription has been filled and that the medication is being administered. Document this information in the CWS/CMS Health Notebook.

**NOTE:** The PHN will document the court's approval or denial of the PMAF and other pertinent information related to the request (e.g., date the medication was authorized) in the Health Notebook on CWS/CMS.

- If the court denies the psychotropic medication authorization request, contact the child's physician to verify that (s)he has either cancelled the prescription and discontinued the medication (in accordance with proper medical practice) or has submitted a new PMAF. Contact the child's caregiver to verify that (s)he had discontinued the medication if the physician has cancelled the prescription (or in accordance with proper medical practice as instructed by the child's physician). Notify the court immediately if the order is not being followed.

**NOTE:** The DCFS D-Rate Unit will notify the caregiver if the PMAF is denied.

6. The Juvenile Court Psychotropic Desk Clerk is responsible for notifying the minors attorney of the court's decision.

A child's objection to or noncompliance with the approved psychotropic medication, is a treatment issue to be resolved by the physician prescribing the medication. Please refer to Procedural Guides 0600-501.05, Medical Consent and 0600-515.20, Psychiatric Hospitalization: Involuntary.

Update the Case Plan to incorporate the child's treatment plan, including the use of psychotropic medication.

Provide the caregiver with a new, unsigned PMAF for future use.

At each face-to-face contact with the child, review the signed PMAF, to ensure it is current.

- **If the authorization is within one month of expiring, consult with the child's physician. If the physician believes the psychotropic medication continues to be necessary, remind the physician to fax a new PMAF to the DCFS D-Rate Unit. Verify with the physician and/or the D-Rate Unit to ensure the new PMAF has been received by the D-Rate Unit.**

**C. WHEN: A PHYSICIAN OR PSYCHIATRIST TREATMENT PLAN INCLUDES PSYCHOTROPIC MEDICATION AND THE CHILD HAS BEEN ADJUDGED A DEPENDENT CHILD OF THE COURT AND HAS BEEN REMOVED FROM THE PHYSICAL CUSTODY OF THE PARENT/LEGAL GUARDIAN**

**CSW Responsibilities**

1. Instruct the caregiver to provide the Psychotropic Medication Authorization Form (PMAF) to the physician.
2. Inform the physician that court approval is required, unless the court has issued specific orders delegating psychotropic medication decision-making authority.
3. Explain to the physician that the “Clinical Information” and “Medications” sections of the PMAF (see **NOTE** below) need to be completed in detail. Explain, if necessary, what is required of the physician before the child can be treated with psychotropic medications. When applicable (see **NOTE** below), direct the physician to attempt to contact the parent/legal guardian.

**NOTE:** When the court has issued specific orders delegating psychotropic medication decision making authority to a parent or legal guardian, the physician must make a good-faith effort to obtain written parent/legal guardian consent before prescribing psychotropic medication for the child. In these cases, it is the physician’s responsibility to explain to the parent/legal guardian the need for the medication, possible side effects and so forth.

The “Medications” section of the PMAF must be completed by the prescribing physician. The physician must list all prescribed medications the child currently takes and will be taking if the request is granted, whether or not these were prescribed by the requesting physician. The physician is encouraged to indicate the range of dosages to be authorized. If the physician does not indicate a range of dosages, a new PMAF will be required for each change in the dosage schedule.

The prescribing physician must explain to the child, in age-appropriate terms:

- The recommended course of treatment,
- The basis for the treatment, and
- The possible results of taking the medication, including possible side effects.

4. Inform the physician that a signed copy of the completed PMAF must be faxed to the DCFS D-Rate Unit before the psychotropic medication may be prescribed.

5. Document in the child's Contact Notebook all communications with the caregiver, the physician and the parent/legal guardian (if applicable) regarding the psychotropic medication authorization request.

**NOTE:** The DCFS D-Rate Unit will provide the CSW with a copy of the physicians initial PMAF. This should be filed in the child's Psychological/Medical/Dental folder (purple).

6. The DCFS D-Rate Unit will provide the CSW and the PHN with a copy of the PMAF containing the Courts order. File a copy of the signed court order in the child's Psychological/Medical/Dental (purple) folder.

- If the court approves the psychotropic medication authorization request, verify with the caregiver, that the prescription has been filled and that the medication is being administered. Document this information in the CWS/CMS Health Notebook.

**NOTE:** The PHN will document the court's approval or denial of the PMAF and other pertinent information related to the request (e.g., date the medication was authorized) in the Health Notebook on CWS/CMS.

- If the court denies the psychotropic medication authorization request, contact the child's physician to verify that (s)he has either cancelled the prescription and discontinued the medication (in accordance with proper medical practice) or has submitted a new PMAF. Contact the child's caregiver to verify that (s)he had discontinued the medication if the physician has cancelled the prescription (or in accordance with proper medical practice as instructed by the child's physician). Notify the court immediately if the order is not being followed.

**NOTE:** The DCFS D-Rate Unit will notify the caregiver if the PMAF is denied.

7. The Juvenile Court Psychotropic Desk Clerk is responsible for notifying the minors attorney of the court's decision.
8. A child's objection to or noncompliance with the approved psychotropic medication, is a treatment issue to be resolved by the physician prescribing the medication. Please refer to Procedural Guides 0600-501.05, Medical Consent and 0600-515.20, Psychiatric Hospitalization: Involuntary.
9. Update the Case Plan to incorporate the child's treatment plan, including the use of psychotropic medication.
10. Provide the caregiver with a new, unsigned PMAF for future use.

At each face-to-face contact with the child, review the signed PMAF, to ensure it is current.

- **If the authorization is within one month of expiring, consult with the child’s physician. If the physician believes the psychotropic medication continues to be necessary, remind the physician to fax a new PMAF to the DCFS D-Rate Unit. Verify with the physician and/or the D-Rate Unit to ensure the new PMAF has been received by the D-Rate Unit.**

### APPROVAL LEVELS

Section	Level	Approval
A.	Court	Psychotropic Medication Authorization Form
B.	Court	Psychotropic Medication Authorization Form
C.	Court	Psychotropic Medication Authorization Form

### OVERVIEW OF STATUTES/REGULATIONS

**Welfare and Institutions Code, Section 369:** Outlines the provisions under which a court order is required in order to provide medical treatment to a child in temporary custody.

**Welfare and Institutions Code, Section 369.5:** Outlines the provisions under which a court order is required in order to provide medical treatment to a child who is adjudged a dependent of the court and has been removed from the physical custody of his/her parent(s).

**Los Angeles County Superior Court Psychotropic Medication Protocol dated 12/08/05:** Outlines procedures for obtaining court authorization for prescribing and administering psychotropic medications to children under Dependency or Delinquency Court jurisdiction.

### RELATED POLICIES

**Procedural Guide 0050-503.75,** Child Protection Hotline (CPH): Requests For Emergency Medical Consent

**Procedural Guide 0300-506.08,** Communication With a Child’s Attorney

**Procedural Guide 0600-501.05,** Medical Consent

**Procedural Guide 0600-515.20,** Psychiatric Hospitalization: Involuntary

## FORM(S) REQUIRED/LOCATION

<b>HARD COPY</b>	None
<b>LA Kids:</b>	Psychotropic Medication Authorization Form (PMAF)
<b>CWS/CMS:</b>	Case Plan Case Plan Update Contact Notebook Health Notebook
<b>SDM:</b>	None







## SPECIAL INCIDENT REPORTING GUIDE FOR RESIDENTIAL FACILITIES

The Los Angeles County Departments of Children and Family Services (DCFS) has developed this reporting guide. It does not supersede the requirements outlined in California Code of Regulations, Title 22, Sections 80061, 83061, and 88061; and the Los Angeles County Foster Care Agreement; Section 10.0.

The FFA shall maintain copies of all reports as required in Sections 1 through 10 of this guide in the Placed Child's file. The Contractor shall also summarize the information in the quarterly reports to the DCFS Children's Social Worker.

Children's files shall be retained for at least five years following the term of this Agreement or three years from the date of the submission of the final expenditure report in accordance with the Agreement, Section 11.4.

Many of these special incident-reporting decisions require good judgment and sound discretion. If in doubt whether to report, call the appropriate agency for clarification. Whoever is reporting should be prepared for follow-up questions and have some expertise in the reporting procedure.

The Contractor shall report special incidents to DCFS' Out of Home Care Management Division and the CSW,, Probation, and Community Care Licensing via the **I-Track web-based system** at <https://ltrack.co.la.ca.us> as specified in the table of contents below. The Contractor shall still report by telephone and/or by sending a written report per the Tables below to: (1) parents/guardians; (2) law enforcement; (3) the DCFS Child Abuse Hotline; (4) the local fire department; and (5) the local health officer. If the I-Track web-based system is off-line, use fax as a substitute per the Tables below. Resubmit the report on I-Track as soon as it comes back on-line.

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**1. BEHAVIOR INCIDENTS**

(Any incidents that threaten the physical health, emotional health, or continued safety of any child. e.g. substance abuse, physical violence, manual restraints, suicide attempts, sexually related incidents, school incidents, police contacts, and disruptive behavior by parents or other visitor)

NOTE: “**OHCMDM**” in the table below means the L A Co. DCFS Out-of-Home Management Division Monitor.

HOW	TO WHOM	WHEN
Fax only if I-Track is down ..	Children’s Social Worker (DCFS)	Immediately or the next workday
	OHCMDM/Probation Monitors	Immediately or the next workday
	Community Care Licensing (CCL)	Immediately or the next workday
Telephone	Probation Department	Immediately or the next workday

**2. OTHER SIGNIFICANT INCIDENTS** (Child not enrolled in school; child not regularly attending school)

HOW	TO WHOM	WHEN
Fax only if I-Track is down ..	Children’s Social Worker	Within 3 school days
	OHCMDM/Probation Monitors	Within 3 school days
Telephone	Children’s Social Worker	Within 3 school days

**3. ILLNESS** (E.g. common cold or flu that may or may not require medical treatment by physician)

HOW	TO WHOM	WHEN
Written	Parent/Guardian	Within 7 calendar days

**4. INJURY OR ACCIDENT** (Includes, but is not limited to, incidents requiring medical treatment by a physician. If in doubt, report or call the required agency for clarification.)

HOW	TO WHOM	WHEN
Fax only if I-Track is down.	OHCMDM/Probation Monitors	Immediately or the next workday
	Community Care Licensing	Immediately or the next workday
	Children’s Social Worker	Immediately or the next workday
Written	Send copy to parent/guardian	Within 7 calendar days
Telephone	Parent/guardian	Immediately or the next workday
	Children’s Social Worker	Immediately or the next workday
	Probation Department	Immediately or the next workday

**5. SERIOUS INJURY, ILLNESS OR ACCIDENT** (Incident requiring extended medical treatment of two or more doctor visits)

HOW	TO WHOM	WHEN
Fax only if I-Track is down	Community Care Licensing	Immediately or the next workday
	Children's Social Worker	Immediately or the next workday
	OHCMDM/Probation Monitors	Immediately or the next workday
Telephone	Parent/guardian	Immediately or the next workday
	Children's Social Worker	Immediately or the next workday
	Probation Department	Immediately or the next workday

**6. DEATH**

HOW	TO WHOM	WHEN
Fax only if I-Track is down.	Children's Social Worker	Immediately
	OHCMDM/Probation Monitors (Probation Director will contact parent)	Immediately
	Community Care Licensing	Immediately or the next workday
Telephone	Parent/guardian	Immediately
	Children's Social Worker	Immediately
	Probation Department	Immediately

**7. UNAUTHORIZED ABSENCE (RUNAWAY)**

Examples of reportable absences include absence from the certified family home without permission when: (1) The child's physical health, emotional health, or safety is threatened. (2) Failure to return at the appointed time after an approved absence.

HOW	TO WHOM	WHEN
Fax only if I-Track is down and, if after hours, the Hotline	Children's Social Worker (For DCFS, use Child Abuse Hotline after hours)	Immediately
	OHCMDM	Immediately
	Community Care Licensing	Immediately or the next workday
	Probation Department	Immediately (This is in addition to the mandatory stop requirements)
Telephone	Parent/guardian	Immediately or the next workday
	Children's Social Worker	Immediately
	Probation Department	Immediately
	Law Enforcement	Immediately

**8. CHILD ABUSE**

(All personnel are required by law to report known, suspected, or alleged incidents of child abuse. Reference: Child Abuse Reporting Law, Penal Code Section 11165-11174.4.)

Incidents include:

- A. Sexual abuse or assault of a child.
- B. Sexual exploitation including child pornography or prostitution.
- C. Sexual activity involving minors who have not reached the age of consent.
- D. A physical injury inflicted upon a child by another person by other than accidental means. This includes unlawful corporal punishment and willful cruelty or infliction of unjustifiable physical pain or punishment on a child by any person.
- E. Neglect, including medical neglect.
- F. Infliction of mental/emotional suffering.

HOW	TO WHOM	WHEN
Fax only if I-Track is down, if after hours, the Hotline.	Children’s Social Worker (For DCFS, use Child Abuse Hotline after hours)	Immediately
	Community Care Licensing	Immediately or the next workday
	OHCMDM/Probation Monitors	Immediately or the next workday
Written	Send copy to law enforcement	Within 36 hours

Telephone	Parent/guardian	Immediately or the next workday
	Children’s Social Worker	Immediately
	Probation Department	Immediately
	Law Enforcement	Immediately

NOTE: Use of State Form SS8572, “Suspected Child Abuse,” is mandatory. Please indicate in the SIR (Itrack) that the SS8572, “Suspected Child Abuse” report is forwarded to required parties.

**9. SIGNIFICANT CHANGES IN TRANSITIONAL HOUSING PLACEMENT PROGRAM AGENCIES**

- A. Any change in licensee's mailing address.
- B. Any change in the plan of operation which affects service to children.
- C. Any change of the Chief Executive Officer of a corporation or association.
- D. A change in administration.

HOW	TO WHOM	WHEN
Written report by mail/fax.	Children's Social Worker	Within 7 calendar days
	OHCMDM/Probation Monitors	Within 7 calendar days
	Community Care Licensing	Within 10 calendar days
Telephone	Children's Social Worker	Immediately upon anticipation of change; immediately upon occurrence or the next workday
	Probation Department	Immediately upon anticipation of change; immediately upon occurrence or the next workday

- E. Staffing disruption, e.g. strikes or staff shortages

HOW	TO WHOM	WHEN
Written report by mail/fax except for DMH Worker.	Community Care Licensing	Within 7 calendar days
	OHCMDM/Probation Monitors	Within 7 calendar days
Telephone	Community Care Licensing	Immediately or the next workday
	County Placement Worker (DMH children only)	Immediately or the next workday
	OHCMD/Probation Monitors	Immediately or the next workday

**10. SIGNIFICANT INCIDENTS WHICH INVOLVE THE COMMUNITY OR PHYSICAL PLANT AND MAY HAVE SERIOUS IMPACT ON THE RESIDENTS, e.g. EPIDEMICS, POISONING, CATASTROPHES, FLOODS, EXPLOSIONS, EARTHQUAKE DAMAGE, ANY FIRES, OR ANY OTHER POTENTIALLY DANGEROUS ENVIRONMENT**

<b>HOW</b>	<b>TO WHOM</b>	<b>WHEN</b>
Fax only if I-Track is down.	Children's Social Worker	Immediately or the next workday
	OHCMDM/Probation Monitors	Immediately or the next workday
	Community Care Licensing	Immediately or the next workday
Written	Send copy to local health officer	Immediately
Telephone	Phone local fire authority for all fires and explosions (Section 80061(b)(1) of CCR)	Immediately
	Phone local health officer for all epidemic outbreaks (Section 80061(b)(1) of CCR)	Immediately
	Children's Social Worker	Immediately or the next workday
	OHCMDM/Probation Monitors	Immediately or the next workday
	Community Care Licensing	Immediately or the next workday

WH:wh

THPP MONTHLY REPORT

REPORT FOR THE MONTH OF: \_\_\_\_\_ 200\_\_\_.  
AGENCY NAME: \_\_\_\_\_

Participant's Name: \_\_\_\_\_ Age : \_\_\_\_\_ Telephone: (\_\_\_\_) \_\_\_\_\_

Address: \_\_\_\_\_ DOP : \_\_\_\_\_

Projected Emancipation Date: \_\_\_\_\_ On Target \_ Yes \_ No

CSW/DPO: \_\_\_\_\_ Telephone No. \_\_\_\_\_

1. Medical and Dental

Date	Appointments		Outcome	Next appointment
	Medical	Dental		

Overall Physical Health: \_\_ Good \_\_ Fair \_\_ Poor Overall Dental Health: \_\_ Good \_\_ Fair \_\_ Poor

2. Psychological

Date	Appointment Type	Outcome	Next appointment

Overall Psychological Health: \_\_ Good \_\_ Fair \_\_ Poor

3. Vocational Training/Job Description:

\_\_\_\_\_  
\_\_\_\_\_

Career/Vocational Goal: \_\_\_\_\_

4. Describe any serious behavioral problems, treatment implemented and Participant's response:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

5. Describe the specific treatment plan, including short-tem and long-term goals:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

6. Reassessment of unmet needs: \_\_\_\_\_

Efforts made to meet these needs: \_\_\_\_\_

Recommendations for case plan update: \_\_\_\_\_

\_\_\_\_\_

THPP MONTHLY REPORT

7. Social Worker Contacts:

DATE	REGARDING	CONTACT TYPE (VISIT, PHONE, OTHER)	OUTCOME

8. Family/Friends Contacts:

DATE	PERSON NAME/RELATIONSHIP	TYPE ON SITE/OFF SITE	VISIT EVALUATION (GOOD/AVERAGE/POOR)

9. Assessment of Participant's Adjustment:

TYPE	THIS MONTH			PROGRESS SINCE LAST MONTH			OVERALL PROGRESS		
	GOOD	FAIR	POOR	GOOD	FAIR	POOR	GOOD	FAIR	POOR
UNIT									
PEERS									
SCHOOL									
STAFF									
COMMUNITY									
EMPLOYMENT									

10. Transition Status

COMPONENT/GOALS	COMPONENT PROGRESS				GOALS PROGRESS			
GENERAL	Good	Fair	Poor	Finished	Good	Fair	Poor	Finished
Self-Awareness								
Personal & Family Values								
Sex Roles								
Goal Setting								
Decision Making								
Parenthood								
Sexuality								
STDs								
<b>EDUCATION/EMPLOYMENT</b>								
High School Graduation								
Attendance								
College Entrance Exams								
Other:								
ROP Training								
Community Training								
Community College Training								

THPP MONTHLY REPORT

Other	COMPONENT PROGRESS				GOALS PROGRESS			
	Good	Fair	Poor	Finished	Good	Fair	Poor	Finished
Number of Job Applications Completed _____								
Resume								
Interview Techniques								
Career Assessments								
Career/Vocational Research								
Apprentice Program Application								
Intern Applications								
Employment Start Date								
Employment Stop Date								
<b>TRANSPORTATION</b>								
Transportation Routes								
Driver's Education								
Driver's Permit								
Driver's License								
Auto Purchase/Insurance								
<b>CONSUMER LIFE SKILLS</b>								
Budget Adherence								
Ample Clothing								
Clothing Maintenance								
<b>FOOD AND NUTRITION</b>								
Budget Adherence								
Menu Planning/Shopping								
Meal Preparation								
Food Storage								
Food Supply								
<b>MONEY MANAGEMENT</b>								
California Identification Card								
Checking Account								
Savings Account								
Budget Development								
Establishing Credit								
Insurance								
<b>HOUSEHOLD MANAGEMENT</b>								
Unit Maintenance								
Roommate Relationship								
<b>SECURED HOUSING</b>								
Leasing an Apartment								
Furnishings								
Maintaining								
Other:								

COMMENTS: \_\_\_\_\_

All of the above has been discussed with me \_\_\_\_\_  
Participant's Signature

\_\_\_\_\_  
Date

MONTHLY THPP REPORT  
CASE PLAN MONTHLY UPDATE

The following items were noted in the Participant's Case Plan:

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The Agency observed progress by the Participant in the following areas:

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This month the Agency assisted the Participant in working toward the following case goals by:

Goal

Assistance

<hr/>	<hr/>

The Agency observed the Participant reaching the following goals:

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The Agency recommends the following to be included in the Participant's case plan update:

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\*Attach additional sheets if necessary.



THPP PARTICIPANT MONTHLY SURVEY  
MONEY MANAGEMENT

Agency: \_\_\_\_\_

PARTICIPANT \_\_\_\_\_ DATE: \_\_\_\_\_ 200\_\_.  
Print Participant's Name Month

Address: \_\_\_\_\_ Telephone: \_\_\_\_\_

INSTRUCTIONS: You must complete this survey each month that you participate in the THPP program.

I did/did not receive the following training:

SUBJECT	DESCRIPTION OF TRAINING	TYPE OF TRAINING (VERBAL, HANDS-ON, ETC.)	DATE RECEIVED	DESCRIPTION OF ADDITIONAL TRAINING REQUESTED	OTHER TRAINING RECEIVED	I RECEIVED HANDOUTS ON THIS MATERIAL	
						YES	NO
<b>MONEY MANAGEMENT</b>							
	BUDGETING						
	MANAGING MY ALLOWANCE						
	HOW TO OPEN A SAVINGS/CHECKING ACCOUNT						
OTHER:							
OTHER:							
OTHER:							
OTHER:							

I RECEIVED \$ \_\_\_\_\_ FOR DAILY LIVING EXPENSES. MY ALLOWANCE \_\_\_\_\_ IS \_\_\_\_\_ IS NOT SUFFICIENT.  
 I \_\_\_\_\_ CAN \_\_\_\_\_ CAN NOT MANAGE MY ALLOWANCE PROPERLY. THIS MONTH I DEPOSITED \$ \_\_\_\_\_ IN MY SAVINGS  
 ACCOUNT AT \_\_\_\_\_  
(NAME OF BANK)

Agency: \_\_\_\_\_

THPP PARTICIPANT MONTHLY SURVEY  
FOOD PREPARATION / NUTRITION

PARTICIPANT'S NAME: \_\_\_\_\_ DATE: \_\_\_\_\_ 200\_\_

SUBJECT	DESCRIPTION OF TRAINING	TYPE OF TRAINING (VERBAL, HANDS-ON, ETC.)	DATE RECEIVED	DESCRIPTION OF ADDITIONAL TRAINING REQUESTED	OTHER TRAINING RECEIVED	I RECEIVED HANDOUTS ON THIS MATERIAL	
						YES	NO
<b>FOOD</b>							
	MEAL/MENU PREPARATION						
	NUTRITION AND/OR SPECIAL DIETS						
	FOOD STORAGE						
	FOOD MANAGEMENT/MAINTENANCE						
	PROPER KITCHEN HYGIENE						
	SAFELY PREPARING AND COOKING FOOD						
	COOKING LESSONS						
	COMPARISON SHOPPING						
OTHER:							
OTHER:							

I RECEIVED \$ \_\_\_\_\_ FOR MY FOOD ALLOWANCE. MY FOOD ALLOWANCE \_\_\_\_\_ IS \_\_\_\_\_ IS NOT SUFFICIENT WHEN MANAGED PROPERLY.

Agency: \_\_\_\_\_

EXHIBIT A-21

THPP PARTICIPANT MONTHLY SURVEY  
EMPLOYMENT TRAINING

PARTICIPANT'S NAME: \_\_\_\_\_ DATE: \_\_\_\_\_ 200\_\_

DESCRIPTION OF TRAINING	TYPE OF TRAINING (VERBAL, HANDS- ON, ETC.)	DATE RECEIVED	DESCRIPTION OF ADDITIONAL TRAINING REQUESTED	OTHER TRAINING RECEIVED	I RECEIVED HANDOUTS ON THIS MATERIAL	
					YES	NO
HOW TO FIND A JOB/RESOURCES AVAILABLE						
HOW TO WRITE A RESUME						
HOW TO COMPLETE A MASTER APPLICATION						
HOW TO APPLY FOR A JOB						
HOW TO WRITE A COVER LETTER						
HOW TO GET REFERENCES/ASK FOR LETTERS OF REFERENCE						
DRESSING FOR AN INTERVIEW						
HOW TO INTERVIEW SUCCESSFULLY						
HOW TO WRITE THANK YOU LETTERS AFTER INTERVIEW						
HOW TO UPDATE MY RESUME/MASTER APPLICATION						
HOW TO GET A PROMOTION						
HOW TO FIND A BETTER JOB						
HOW TO GET VOCATIONAL TRAINING						
HOW TO GET AN APPRENTICE POSITION						

Agency: \_\_\_\_\_

THPP PARTICIPANT MONTHLY SURVEY  
EMPLOYMENT TRAINING

PARTICIPANT'S NAME: \_\_\_\_\_ DATE: \_\_\_\_\_ 200\_\_

DESCRIPTION OF TRAINING	TYPE OF TRAINING (VERBAL, HANDS-ON, ETC.)	DATE RECEIVED	DESCRIPTION OF ADDITIONAL TRAINING REQUESTED	OTHER TRAINING RECEIVED	I RECEIVED HANDOUTS ON THIS MATERIAL	
					YES	NO
CAREER/VOCATIONAL EXPLORATION						
CAREER ASSESSMENTS						

I \_\_\_\_\_ HAVE \_\_\_\_\_ DO NOT HAVE MY SOCIAL SECURITY CARD. IF NOT, WHY: \_\_\_\_\_

I \_\_\_\_\_ HAVE \_\_\_\_\_ DO NOT HAVE A CALIFORNIA I.D. OR CALIFORNIA DRIVER'S LICENSE. IF NOT, WHY: \_\_\_\_\_.

I HAVE A JOB AS A \_\_\_\_\_ I STARTED THIS JOB ON \_\_\_\_\_ I CURRENTLY EARN \$ \_\_\_\_\_ PER MONTH.

I NEED TO EARN \$ \_\_\_\_\_ PER MONTH TO LIVE ON MY OWN AFTER EMANCIPATION.

MY GOAL IS TO WORK AS A \_\_\_\_\_ BY \_\_\_\_\_.

I WILL DO THE FOLLOWING TO REACH THIS GOAL

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

EVENTUALLY I WANT TO WORK AS A \_\_\_\_\_. I MUST DO THE FOLLOWING TO REACH THIS GOAL

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Agency: \_\_\_\_\_

THPP PARTICIPANT MONTHLY SURVEY  
CLOTHING

PARTICIPANT'S NAME: \_\_\_\_\_ DATE: \_\_\_\_\_ 200\_\_

MY MONTHLY CLOTHING ALLOWANCE IS: \$ \_\_\_\_\_ MY CLOTHING ALLOWANCE IS \_\_\_\_\_ IS NOT ADEQUATE.

CLOTHING ITEMS	NUMBER OF EACH ITEM	CONDITION			REPLACED			SPECIAL NEEDS: DESCRIBE	DATE OF REQUEST TO CSW/DPO
		GOOD	FAIR	POOR	YES	NO	MENDED/ALTERED		
PANTS/SLACKS									
SHIRTS/BLOUSE									

LINENS	NUMBER OF EACH ITEM	CONDITION			REPLACED			SPECIAL NEEDS: DESCRIBE
		GOOD	FAIR	POOR	YES	NO	MENDED	
FLAT SHEET								
FITTED SHEET								
PILLOW CASE								
BLANKET								
BEDSPREAD								
BATH TOWEL								
HAND TOWEL								
WASH CLOTH								

I HAVE ADEQUATE AND APPROPRIATE CLOTHING \_\_\_ YES \_\_\_ NO I HAVE 3 OUTFITS SUITABLE FOR EMPLOYMENT \_\_\_ YES \_\_\_ NO

I HAVE RECEIVED THE FOLLOWING TRAINING THIS MONTH REGARDING THE CARE AND REPLACEMENT OF MY CLOTHING AND LINENS: \_\_\_\_\_

Agency: \_\_\_\_\_

THPP PARTICIPANT MONTHLY SURVEY  
UNIT

PARTICIPANTS NAME: \_\_\_\_\_ DATE: \_\_\_\_\_ 200\_\_.

ADDRESS: \_\_\_\_\_

IN MY UNIT:	YES	NO
I HAVE MY OWN DRAWER SPACE FOR MY BELONGINGS		
I HAVE CLOSET SPACE FOR MY CLOTHES AND OTHER ITEMS		
THERE IS A WORKING SMOKE DETECTOR IN THE HALLWAY(S)		
THERE IS A WORKING SMOKE DETECTOR IN MY BEDROOM		
MY CHORE LIST IS POSTED		
CHORES ARE ROTATED AMONG MY ROOMMATES AND ME		
THE FURNITURE IS IN GOOD AND SAFE CONDITION		
MY UNIT IS SAFE AND CLEAN		
I HAVE BEEN TOLD HOW THE FURNITURE IN THE UNIT WILL BE DIVIDED AND WHAT I WILL BE ALLOWED TO TAKE UPON SUCCESSFUL COMPLETION OF THE PROGRAM		
I KNOW HOW TO KEEP MY UNIT SAFE AND CLEAN		
I HAVE MY OWN FOOD STORAGE AREAS.		
I HAVE ACCESS TO A WORKING WASHER AND DRYER		
I HAVE SUITABLE WINDOW COVERINGS		

I HAVE BEEN TRAINED TO:	Y OR N	HAND-OUTS PROVIDED <u>Y OR N</u>
USE HOUSEHOLD CHEMICALS		
WASH DISHES PROPERLY		
MOP FLOORS		
CLEAN/DISINFECT A BATHROOM		
CLEAN/DISINFECT A KITCHEN		
MAKE MINOR HOUSEHOLD REPAIRS		
SORT/DO LAUNDRY		
CALL FOR HELP IN AN EMERGENCY		
USE A FIRE EXTINGUISHER		
RESPOND IN CASE OF A FIRE		
RESPOND IN CASE OF AN EARTHQUAKE		
OTHER;		
OTHER:		

I SHARE MY UNIT WITH \_\_\_\_\_ OTHER THPP PARTICIPANTS.

THERE ARE \_\_\_\_\_ BEDROOMS IN MY UNIT .

THERE ARE \_\_\_\_\_ BATHROOMS IN MY UNIT .

I \_\_\_\_\_ SHARE \_\_\_\_\_ DO NOT SHARE MY BEDROOM

I \_\_\_\_\_ SHARE \_\_\_\_\_ DO NOT SHARE A BATHROOM

Agency: \_\_\_\_\_

THPP PARTICIPANT MONTHLY SURVEY  
TRANSPORTATION

PARTICIPANTS NAME: \_\_\_\_\_ Date: \_\_\_\_\_ 200\_\_\_\_\_

DESCRIPTION OF TRAINING	TYPE OF TRAINING (VERBAL, HANDS-ON, ETC.)	DATE RECEIVED	DESCRIPTION OF ADDITIONAL TRAINING REQUESTED	OTHER TRAINING RECEIVED	I RECEIVED HANDOUTS ON THIS MATERIAL	
					YES	NO
LOCAL TRANSPORTATION						
BUS TOKENS						
BUS PASS/RAIL PASS						
HOW TO BUY A CAR						
CAR MAINTENANCE						
AUTO INSURANCE						
DRIVER'S LICENSE						
CALIFORNIA ID						
CAR REGISTRATION						
SMOG CHECKS						
STATE PROGRAMS FOR SMOG CHECKS						
BUREAU OF AUTOMOTIVE REPAIR (BAR)						
FINDING A MECHANIC						
AUTO FINANCING						
ALTERNATE TRANSPORTATION						
OTHER:						

I \_\_\_ RECEIVED \_\_\_ DID NOT RECEIVE A BUS PASS THIS MONTH.

I \_\_\_ KNOW \_\_\_ DO NOT KNOW HOW TO USE PUBLIC TRANSPORTATION.

I \_\_\_ KNOW \_\_\_ DO NOT KNOW HOW TO FIND ADDITIONAL INFORMATION ON PUBLIC TRANSPORTATION.

I \_\_\_ USE PUBLIC TRANSPORTATION TO GET TO THE FOLLOWING:

\_\_\_ MY SCHOOL; \_\_\_ MY JOB; \_\_\_ FRIENDS/RELATIVES; \_\_\_ RECREATION \_\_\_ OTHER: \_\_\_\_\_

I \_\_\_ HAVE \_\_\_ DO NOT HAVE A VALID CALIFORNIA DRIVERS LICENSE.

I \_\_\_ HAVE \_\_\_ DO NOT HAVE A CAR/MOTORCYCLE.

I \_\_\_ HAVE \_\_\_ DO NOT HAVE CAR/MOTORCYCLE INSURANCE IN THE AMOUNTS REQUIRED BY LAW (ATTACH COPY OF PROOF OF INSURANCE).

Agency: \_\_\_\_\_

THPP PARTICIPANT MONTHLY SURVEY  
PERSONAL ITEMS

PARTICIPANTS NAME: \_\_\_\_\_ Date: \_\_\_\_\_ 200\_\_

I RECEIVE \$ \_\_\_\_\_ PER MONTH FOR MY PERSONAL CARE ITEMS.

THIS AMOUNT \_\_\_\_\_ IS \_\_\_\_\_ IS NOT ENOUGH.

I HAVE THE FOLLOWING:	YES	NO	I WILL REPLACE IT ON (DATE)
TOOTHBRUSH (LESS THAN 3 MONTHS OLD)			
HAIR BRUSH			
COMB			
SHAMPOO			
BATH SOAP			
DEODORANT			
HAIR CARE PRODUCTS/ITEMS			
I NEED THE FOLLOWING:			

I HAVE RECEIVED TRAINING IN THE FOLLOWING AREAS:	YES	NO	HANDOUTS RECEIVED	
			YES	NO
REPLACING PERSONAL CARE ITEMS				
PERSONAL HYGIENE				
HOW TO CARE FOR PERSONAL CARE ITEMS				
HOW/WHEN TO USE OVER-THE-COUNTER MEDICATIONS				
FIRST AID				
EMERGENCY/NATURAL DISASTER PREPAREDNESS				

Agency: \_\_\_\_\_

THPP PARTICIPANT MONTHLY SURVEY  
RECREATION / LEISURE

PARTICIPANTS NAME: \_\_\_\_\_ Date: \_\_\_\_\_ 200\_\_

I RECEIVE \$ \_\_\_\_\_ FOR RECREATIONAL PURPOSES. THIS AMOUNT \_\_\_\_\_ IS \_\_\_\_\_ IS NOT ENOUGH.

THE AGENCY HAS MADE THE FOLLOWING AVAILABLE TO ME:	YES	NO	I HAVE USED THIS/THESE ITEM(S) THIS MONTH	
			YES	NO
READING MATERIAL				
GAMES				
TELEVISION				
VCR/DVD				
RADIO				
VHS/DVD MOVIES				
OTHER- DESCRIBE:				

THE AGENCY HAS MADE AVAILABLE OR PROVIDED ACCESS TO THE FOLLOWING ACTIVITIES	YES	NO	I PARTICIPATED IN THESE ACTIVITIES	
			YES	NO
MOVIES				
CONCERTS				
SPORTING EVENTS				
PARK/BEACH				
CULTURAL EVENTS				
MUSEUM				
ART EXHIBITS				
THEATER				
COMMUNITY EVENTS				
OTHER- DESCRIBE:				

I WOULD LIKE THE AGENCY TO PROVIDE ADDITIONAL RESOURCES/ACTIVITIES IN THE FOLLOWING AREAS:

\_\_\_\_\_

Agency: \_\_\_\_\_

THPP PARTICIPANT MONTHLY SURVEY  
MEDICAL / DENTAL

PARTICIPANTS NAME: \_\_\_\_\_ Date: \_\_\_\_\_ 200\_\_

DESCRIPTION OF TRAINING	TYPE OF TRAINING (VERBAL, HANDS-ON, ETC.)	DATE RECEIVED	DESCRIPTION OF ADDITIONAL TRAINING REQUESTED	OTHER TRAINING RECEIVED	I RECEIVED HANDOUTS ON THIS MATERIAL	
					YES	NO
HOW TO USE MY MEDICAL CARD						
HOW TO MAKE AN APPOINTMENT WITH A DOCTOR						
WHO TO CALL FOR EMERGENCY MEDICAL CARE						
FIRST AID TRAINING						
HOW TO MAKE AN APPOINTMENT WITH A DENTIST						
WHO TO CALL FOR EMERGENCY DENTAL CARE						
HOW TO GET MEDICAL/DENTAL INSURANCE AFTER EMANCIPATION						
MEDICAL/DENTAL DEDUCTIBLES						
SUPPLEMENTAL INSURANCE						
LIFE INSURANCE						
COMMON ACHES/PAINS						
WHEN TO CALL A DOCTOR/DENTIST						
AGE APPROPRIATE CPR TRAINING (IF YOU HAVE A CHILD(REN))						

Agency: \_\_\_\_\_

THPP PARTICIPANT MONTHLY SURVEY  
TRAINING / RESOURCES

PARTICIPANTS NAME: \_\_\_\_\_ Date: \_\_\_\_\_ 200\_\_

DESCRIPTION OF TRAINING	TYPE OF TRAINING (VERBAL, HANDS-ON, ETC.)	DATE RECEIVED	DESCRIPTION OF ADDITIONAL TRAINING REQUESTED	OTHER TRAINING RECEIVED	I RECEIVED HANDOUTS ON THIS MATERIAL	
					YES	NO
TIME MANAGEMENT						
STUDY SKILLS						
EDUCATIONAL GOALS						
BASIC COMPUTER SKILLS						
OTHER-DESCRIBE:						
EDUCATIONAL ENRICHMENT PROGRAM FOR 2 HOURS EACH DAY						
OTHER:						

I HAVE THE FOLLOWING RESOURCES			IF NO, DESCRIBE WHY	DESCRIPTION OF ADDITIONAL TRAINING REQUESTED	DATE RECEIVED
	YES	NO			
ACCESS TO A COMPUTER AT MY UNIT/BUILDING					
LIBRARY CARD					
TUTOR					
MENTOR					
OTHER- DESCRIBE:					

I NEED \_\_\_\_\_ CREDITS TO GRADUATE. I \_\_\_\_\_ AM \_\_\_\_\_ AM NOT ON TRACK FOR GRADUATION. MY GPA IS \_\_\_\_\_. MY NEXT REPORT CARD IS DUE ON \_\_\_\_\_. THE AGENCY IS HELPING ME IN THE FOLLOWING WAY(S): \_\_\_\_\_

I FILED A GRIEVANCE ON \_\_\_\_\_ DATE \_\_\_\_\_ REGARDING \_\_\_\_\_

THPP DECLARATION OF COMPLIANCE REPORT

FOR THE MONTH OF: \_\_\_\_\_ 200\_\_.

AGENCY NAME: \_\_\_\_\_

IN-SERVICE TRAINING RECEIVED THIS MONTH

MONTH/ DAY	TOPIC	NUMBER OF HOURS	PRESENTER	CREDENTIALS	NUMBER OF STAFF IN ATTENDANCE	HANDOUTS/ MATERIAL PROVIDED (Y OR N)

MONTHLY SOCIAL WORK, SOCIAL WORK SUPERVISOR AND DIRECT CARE STAFFING REPORT

POSITION	F/T OR P/T	NAME	ADDRESS	PHONE	DIRECT CARE		CERTIFIED		DECERT DATE	VOLUNTEER Y OR N
					YES	NO	YES	NO		

MONTHLY STAFFING SCHEDULE FOR EACH 24 HOUR PERIOD FOR ALL THPP STAFF

POSITION	PAID Y/N	STAFF NAME	MON HRS	TUE HRS	WED HRS	THU HRS	FRI. HRS	SAT HRS	SUN HRS	DIRECT CARE Y/N	CERTIFIED Y/ N

PROGRAM DIRECTOR: \_\_\_\_\_ DATE: \_\_\_\_\_

THPP DECLARATION OF COMPLIANCE REPORT

TO BE COMPLETED WHENEVER CONTRACTOR'S THPP STAFF IS TRAINED

AGENCY NAME: \_\_\_\_\_

TODAY'S DATE: \_\_\_\_\_

DESCRIPTION \_\_\_\_\_ OF \_\_\_\_\_ TRAINING:  
 \_\_\_\_\_  
 \_\_\_\_\_

TRAINING START TIME: \_\_\_\_\_ STOP TIME: \_\_\_\_\_ TOTAL DURATION: \_\_\_\_\_ Hours/Minutes

PERSON(S) CONDUCTING TRAINING:

NAME	TITLE OR POSITION	COMPANY/AGENCY NAME	ADDRESS	TELEPHONE

STAFF IN ATTENDANCE:

STAFF NAME	POSITION	WORK LOCATION/ADDRESS	SIGNATURE	DATE

TOTAL NUMBER IN ATTENDANCE: \_\_\_\_\_

PROGRAM DIRECTOR: \_\_\_\_\_  
 SIGNATURE



**THPP CERTIFIED EMPLOYEES / VOLUNTEERS REPORT**

AGENCY NAME: \_\_\_\_\_ DATE: \_\_\_\_\_

AGENCY STAFF IS NOT ALLOWED UNDER ANY CIRCUMSTANCES TO HAVE DIRECT CONTACT WITH YOUTH UNTIL CERTIFICATION IS COMPLETED.

EMPLOYEE/VOLUNTEER NAME *	DATE BACKGROUND CHECK	CLEAR Y/N	DATE OF CHILD ABUSE INDEX	CLEAR Y/N	EDUCATION/ EXPERIENCE VERIFIED Y/N	POSITION	START DATE	HRS PER WEEK	PAID POSITION Y/N

I CERTIFY THAT THE ABOVE INFORMATION IS CORRECT.

\_\_\_\_\_  
PROGRAM DIRECTOR'S SIGNATURE

\_\_\_\_\_  
PRINT NAME

\_\_\_\_\_  
TODAY'S DATE

\* PAGE TWO OF THIS DOCUMENT MUST BE COMPLETED AND SUBMITTED TO COUNTY'S PROGRAM MANAGER FOR EACH EMPLOYEE/VOLUNTEER LISTED ABOVE.

**THPP CERTIFIED EMPLOYEES / VOLUNTEERS REPORT**

AGENCY NAME: \_\_\_\_\_

Print employee/volunteer name

Work Location

Position

EMPLOYEE/VOLUNTEER SIGNATURE

DATE

PROJECT ADMINISTRATOR SHALL ENSURE THAT EACH EMPLOYEE/VOLUNTEER LISTED ON PAGE ONE (1) COMPLETES AND SIGNS THE ABOVE.

ATTACH ADDITIONAL SHEETS AS NECESSARY.

THPP QUARTERLY REPORT

EXHIBIT A-24

AGENCY \_\_\_\_\_ DATE: \_\_\_\_\_

PARTICIPANT \_\_\_\_\_

ADDRESS \_\_\_\_\_

TELEPHONE: \_\_\_\_\_ DOB: \_\_\_\_\_ DOP: \_\_\_\_\_ EXPECTED EMANCIPATION DATE: \_\_\_\_\_

SOCIAL WORKER: \_\_\_\_\_ SOCIAL WORK SUPERVISOR: \_\_\_\_\_

MEDICAL/DENTAL INFORMATION

TYPE: MEDICAL OR DENTAL	DATE OF APPOINTMENT	DATE OF FOLLOW-UP APPT	OUTCOME	ADDITIONAL INFORMATION

OVERALL PHYSICAL HEALTH: \_\_\_\_\_ OVERALL PSYCHOLOGICAL HEALTH: \_\_\_\_\_

NUMBER OF COUNSELING SESSIONS: INDIVIDUAL \_\_\_\_\_ GROUP \_\_\_\_\_ TOTAL: \_\_\_\_\_

DESCRIBE SERIOUS BEHAVIORAL PROBLEMS, TREATMENT IMPLEMENTED AND PARTICIPANT'S RESPONSE:

\_\_\_\_\_  
\_\_\_\_\_

DESCRIBE MEDICAL/PSYCHOLOGICAL TREATMENT PLAN INCLUDING SHORT-TERM AND LONG – GOALS:

\_\_\_\_\_  
\_\_\_\_\_

REASSESSMENT UNMET NEEDS, EFFORTS MADE TO MEET THESE NEEDS AND RECOMMENDATIONS FOR CASE PLAN UPDATE:

\_\_\_\_\_  
\_\_\_\_\_

THPP QUARTERLY REPORT

EXHIBIT A-24

PARTICIPANT CONTACT WITH SOCIAL WORKER

DATE	PURPOSE:	TYPE OF CONTACT		
		VISIT	TELEPHONE	OTHER

FAMILY/FRIEND CONTACTS

DATE	NAME/RELATIONSHIP	TYPE OF CONTACT		VISIT EVALUATION		
		ON-SITE VISIT	OFF-SITE VISIT	GOOD	AVE	POOR

ASSESSMENT OF PARTICIPANT'S ADJUSTMENT

TYPE	LAST 30 DAYS			PAST 60 DAYS			OVERALL FOR QUARTER			OVERALL FOR ALL QUARTERS		
	GOOD	AVG	POOR	GOOD	AVG	POOR	GOOD	AVE	POOR	GOOD	AVG	POOR
UNIT												
SCHOOL												
PEERS												
STAFF												
COMMUNITY												
EMPLOYMENT												
OTHER:												

RECOMMENDATIONS FOR AREAS OF POOR ADJUSTMENT:

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PARTICIPANT'S TRANSITION TO PROGRAM

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THPP QUARTERLY REPORT

EXHIBIT A-24

COMPONENT/GOALS	PROGRESS IN COMPONENT				PROGRESS IN GOALS			
	GOOD	AVG	POOR	FINISHED	GOOD	AVG	POOR	FINISHED
SELF-AWARENESS								
PERSONAL AND FAMILY VALUES								
SEX ROLLS								
GOAL SETTING								
DECISION MAKING								
PARENTHOOD								
SEXUALITY								
SEXUALLY TRANSMITTED DISEASES (STD)								
ECONOMIC BASE								
EDUCATION								
Current Credits_____								
Credits Needed_____								
SCHOOL ATTENDANCE								
APPLICATION FOR COLLEGE/TECHNICAL SCHOOL								
OTHER:								
VOCATIONAL DEVELOPMENT								
ROP TRAINING								
COMMUNITY TRAINING								
COMMUNITY COLLEGE TRAINING								
APPRENTICE/INTERN PROGRAM								
OTHER								
EMPLOYMENT								
JOB APPLICATIONS COMPLETED								
MASTER APPLICATION								
RESUME								
COVER LETTER								
INTERVIEW TECHNIQUES								

THPP QUARTERLY REPORT

EXHIBIT A-24

COMPONENT/GOALS	PROGRESS IN COMPONENT				PROGRESS IN GOALS			
	GOOD	AVG	POOR	FINISHED	GOOD	AVG	POOR	FINISHED
EMPLOYMENT START DATE: _____								
CAREER EXPLORATION								
COVER LETTER								
UPDATED RESUME								
EMPLOYMENT RETENTION SKILLS								
EMPLOYMENT STOP DATE: _____								
PROMOTION								
FINDING A BETTER JOB								
REFERENCES								
LETTERS OF RECOMMENDATION								
JOB SEARCH STRATEGIES								
EXPLORING COMMUNITY RECOURSES								
TRANSPORTATION								
BUS ROUTES/METRO RAIL								
DRIVER'S EDUCATION								
DRIVER'S PERMIT								
DRIVER'S LICENSE								
AUTO PURCHASE AND INSURANCE								
TRANSPORTATION BACK-UP								
AUTO MAINTENANCE AND REPAIR								
LIFE SKILLS								
CLOTHING MANAGEMENT								
BUDGET ADHERENCE								
AMPLE CLOTHING								
CLOTHING MAINTENANCE (CLEAN/REPAIR)								
FOOD/NUTRITION								

THPP QUARTERLY REPORT

EXHIBIT A-24

COMPONENT/GOALS	PROGRESS IN COMPONENT				PROGRESS IN GOALS			
	GOOD	AVG	POOR	FINISHED	GOOD	AVG	POOR	FINISHED
MENU PLANNING								
GROCERY SHOPPING								
BUDGET ADHERENCE								
FOOD PREPARATION								
FOOD SUPPLY								
FOOD STORAGE								
MONEY MANAGEMENT								
CHECKING ACCOUNT								
SAVINGS ACCOUNT								
BUDGET DEVELOPMENT								
BUDGET IMPLEMENTATIONS								
ESTABLISHING CREDIT								
BUDGET ADHERENCE								
INSURANCE								
SAVINGS GOAL								
HOUSEHOLD MANAGEMENT								
UNIT MAINTENANCE								
ROOMMATE RELATIONSHIP								
SECURED HOUSING								
LEASING AN APARTMENT								
FURNISHINGS								
MAINTAINING								

VOCATIONAL INFORMATION

UPDATE ON VOCATIONAL TRAINING/EMPLOYMENT: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

THPP QUARTERLY REPORT

EXHIBIT A-24

PARTICIPANT IS EMPLOYED: \_\_\_\_\_ YES \_\_\_\_\_ NO. IF YES, TYPE OF EMPLOYMENT: \_\_\_\_\_

HOURLY WAGE: \$ \_\_\_\_\_ WITH BENEFITS \_\_\_\_\_ W/O BENEFITS.  
(CIRCLE ONE)

PARTICIPANT IS IN VOCATIONAL TRAINING/APPRENTICE PROGRAM: \_\_\_\_\_ YES \_\_\_\_\_ NO.

IF YES, WHAT KIND OF PROGRAM: \_\_\_\_\_ START DATE: \_\_\_\_\_ EXPECTED END DATE: \_\_\_\_\_

COMMENTS TO QUARTERLY REPORT:

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\_\_\_\_\_  
PARTICIPANT'S SIGNATURE

\_\_\_\_\_  
PRINT NAME

\_\_\_\_\_  
DATE

\_\_\_\_\_  
SOCIAL WORKER'S SIGNATURE

\_\_\_\_\_  
PRINT NAME

\_\_\_\_\_  
DATE

THPP QUARTERLY REPORT

EXHIBIT A-24

PARTICIPANT NAME: \_\_\_\_\_ AGENCY: \_\_\_\_\_

PERIOD: FROM \_\_\_\_\_ 200\_ TO: \_\_\_\_\_ 200\_

TILP GOALS	ACHIEVED	GOOD PROGRESS	NO PROGRESS	COMMENTS
<b>TOTAL FOR EACH CATEGORY</b>				

PROGRAM DIRECTOR: \_\_\_\_\_ DATE: \_\_\_\_\_

PARTICIPANT: \_\_\_\_\_ DATE: \_\_\_\_\_

THPP ANNUAL REPORT

AGENCY NAME: \_\_\_\_\_ FOR THE YEAR \_\_\_\_\_

PARTICIPANT'S NAME	SEX	DOB	PROBATION/ FOSTER	ETHNICITY	PLACEMENT ADDRESS	DESTINATION	REASON FOR LEAVING

SERVICES RECEIVED

PARTICIPANTS NAME	AFTER CARE	JOB SERVICES	SUPPORT SERVICES	DENTAL	MEDICAL	VOCATIONAL	HSD /GED	COUNSELING	OTHER- DESCRIBE

PROJECTED SUCCESS

PARTICIPANT'S NAME	GOOD	FAIR	POOR

Additional page(s) are required to list services received and THPP Participant's projected success.

PROGRAM DIRECTOR: \_\_\_\_\_ DATE: \_\_\_\_\_

PARTICIPANT: \_\_\_\_\_ DATE: \_\_\_\_\_

THPP Decertification Report

AGENCY: \_\_\_\_\_ DATE: \_\_\_\_\_

THE FOLLOWING STAFF HAVE BEEN DECERTIFIED

STAFF NAME	POSITION	PAID Y/N	LOCATION	DATE DE- CERTIFIED	STILL EMPLOYED Y/N	NEW POSITION	LAST DAY OF DIRECT CONTACT WITH YOUTH

THE ABOVE NAME STAFF SHALL NOT HAVE DIRECT CONTACT WITH ANY THPP YOUTH.

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PROGRAM DIRECTOR'S SIGNATURE

SPECIAL INCIDENT REPORT

AGENCY NAME: \_\_\_\_\_ DATE: \_\_\_\_\_

PARTICIPANT'S ADDRESS: \_\_\_\_\_

PARTICIPANT NAME/CASE #	DATE	TIME	LOCATION OF INCIDENT	DATE OF PLACEMENT	SEX	DOB

LIST ALL STAFF PRESENT DURING INCIDENT:

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TYPE OF INCIDENT

AWOL		SCHOOL INCIDENT		STAFF RELATED INCIDENT	
SUBSTANCE ABUSE		POLICE INVOLVEMENT		SEXUAL INCIDENT	
PHYSICAL VIOLENCE		ALLEGED CHILD ABUSE		OTHER	
SUICIDE ATTEMPT		INJURY/ILLNESS		OTHER	

DESCRIBE INCIDENT: (WHO, WHAT WHERE, METHOD OF STAFF INVOLVEMENT)

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CONCLUSIONS: (WHAT HAPPENED AND WHY)

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SUPERVISOR'S REMARKS: (INCLUDE ADMINISTRATIVE FOLLOW-UP)

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Staff making report signature

Print Name

Date report written

Supervisor's signature

Print Name/Title

Date

PERSONS NOTIFIED REGARDING INCIDENT

WHO	DATE & TIME	TELEPHONE	DATE NOTIFIED	PERSON CONTACTED
PARENT/GUARDIAN				
POLICE REPORT #				
CSW/DPO				
CHILD ABUSE REPORT FILED				

LIST ANY OTHER ATTACHMENTS/SUPPORTING DOCUMENTS:

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**EXHIBIT A – 28**

**0500-501.20**

**RELEASE OF DCFS CASE RECORDS  
TO SERVICE PROVIDERS**

## Procedural Guide

0500-501.20

### RELEASE OF DCFS CASE RECORDS TO SERVICE PROVIDERS

Date Issued: 09/01/06

New Policy Release

Revision of Existing Procedural Guide 0500-501.20, Release of DCFS Case Records to Service Providers, dated 12/06/02

**Revision Made:** This Procedural Guide has been revised to address *the In Re Gina S.* appellate court ruling.

Cancels: None

#### DEPARTMENTAL VALUES

The procedures set forth in this Procedural Guide support the priority outcomes of safety for children, improved timelines to permanency. By having policy and procedures on the sharing of case record information to service providers enhances the abilities of service providers to meet the needs of each child which supports child safety and placement stability which leads to timely permanency.

#### WHAT CASES ARE AFFECTED

This Procedural Guide is applicable to all new and existing referrals and cases.

#### OPERATIONAL IMPACT

Pursuant to Welfare and Institutions Code Section 827, Los Angeles Superior Court and Administratively Unified Courts Court Rules 17.1, and the Blanket Order re: Confidentiality of Juvenile Case Files and Public and Media Access dated July 11, 2006 all service providers (this includes caregivers, doctors, dentists, psychologists, and therapists/counselors) are entitled to access all case records/information necessary to assist service providers in the development and implementation of the child's and family's service plan and to improve their ability to provide our children with competent and comprehensive care and support the Department's efforts for reunification and permanence.

This Procedural Guide does not apply to cases involving the placement of a child in an adoptive home. See Procedural Guide 0200-509.25, Presentation of Child Information to Prospective Adoptive Parents.

If a CSW or SCSW has any questions or concerns regarding the release of information to any service provider, (s)he shall confer with the County Counsel assigned to the case.

## **Procedures**

### **A. WHEN: A CAREGIVER REQUESTS CASE RECORDS**

The term “caregiver” specifically includes foster family agencies (FFAs), group homes, foster parents, relative caregivers, non-relative extended family members and foster/adopt placements.

When attempting to locate a potential placement for a child, the CSW shall discuss the child’s needs with a potential caregiver without disclosing the child’s name or other personally identifying information.

Once a placement has been secured for a child, a DCFS 4389 is not required in order to release the DCFS 709. However, if the caregiver requires additional information, SCSW approval and a signed DCFS 4389 are required. A summary of case records that is to be released to a caregiver includes, but is not limited to:

- 1) school records;

**NOTE:** The DCFS 1399 is to be provided to the caregiver no later than 30 days after the initial placement. The summary shall include but not be limited to, the names and addresses of the child's educational provider, grade level performances and immunization records. A child's grade transcripts, individualized education plans (IEP) may be provided to that placement. For each subsequent placement, CSWs shall provide a current summary within 48 hours of placement.

- 2) information about a child's known dangerous propensities;
- 3) the child's needs and assessment records;
- 4) routine medical/dental records pertinent to maintaining the health and safety of the child while in the caregiver's care;

**NOTE:** CSWs shall provide the caregiver with the child's current health summary. The summary shall include, but not be limited to, the name and address of the child's health and dental provider, known allergies and medical problems, current medication, past health problems and hospitalizations.

- 5) Psychological evaluations and mental health records if pertinent to maintaining the health and safety of the child while in the caregiver's care;

**NOTE:** CSWs may discuss the child's mental health records which includes but is not limited to, relevant mental health history, known mental health condition and medications, a multidisciplinary team member (physician, licensed psychologist, social worker with a master's degree in social work, or licensed marriage and family therapist), who has the responsibility for the child's medical or psychological care. A summary of the mental health records may be released to the multidisciplinary team once it has been established that such a team has been appointed and/or that the staff is part of the team as specified in WIC 18951.

CSWs must obtain the consent of the child, if the child is over the age of 12 or the consent of the child's attorney, if the child is 12 years old or younger, in order to provide mental health records to a professional (physician, licensed psychologist, social worker with a master's degree in social work, or licensed marriage and family therapist) who does have the medical or psychological responsibility for the child's care where the child is placed.

CSWs must obtain the consent of the child if the child is over the age of 12 and the child's previous therapist, or the consent of the child's attorney if the child is 12 years old or younger, in order to provide mental health records to any other representative where the child is placed. (WIC 1601(a) & (c).

CSWs must obtain the consent of the juvenile court if the parent or legal guardian of a child 12 years of age or younger whereabouts' are unknown, if they are unable or refuse to sign the consent. See Procedural Guide 0600-501.10, Medical Consent, for more information.

- 6) HIV/AIDS information if pertinent to maintaining the health and safety of the child while in the caregiver's care. For information regarding the release of HIV/AIDS records/information, see Procedural Guide 0500-504.10, Protection and Disclosure of HIV/AIDS Information;
- 7) family history if pertinent to maintaining the health and safety of the child while in the caregiver's care;
- 8) placement history if pertinent to maintaining the health and safety of the child while in the caregiver's care;
- 9) treatment plans for the child;
- 10) minute orders and court reports, (including the visitation plan for the child with his/her parents/guardians and siblings), CSWs may provide minute orders and visitation plans to the extent the minute order and visitation plan contain information concerning the child placed in the home of the caregiver. However, information that reference siblings or other third parties (including but not limited to parents, relatives, and other caregivers), who are not part of the visitation or case plan must be redacted.

The CSW shall not routinely release court reports to a caregiver. If the CSW feels that the caregiver's ability to provide competent care for the child would be significantly enhanced by providing information contained in a court report or minute order, the CSW shall provide the relevant information orally or transfer the information to another document such as the DCFS 709. However, information related to siblings and third parties that are not part of the treatment plan must be redacted. In addition, the CSW shall never provide any information that is not directly related to the ability of the caregiver to provide competent and comprehensive care for the child. If the CSW/SCSW has any questions or concerns regarding the release of any information or documents (s)he shall confer with the County Counsel assigned to the case before releasing the information in question.

Case records/information that is not appropriate for release to the caregiver includes, but is not limited to:

- 1) information regarding any other person, including parents, siblings, and/or other unrelated children contained in the case record;

**NOTE:** Pursuant to WIC 16002, CSWs shall provide the prospective adoptive parent with information about siblings of the child, except the address where the siblings of the child reside. However, this address may be disclosed by court order for good cause shown.

- 2) court-ordered 730 psychological/medical evaluations (unless ordered by the court);
- 3) child abuse reports and the identity of the reporting party if the caregiver **does not** meet the requirement of WIC 18951; and
- 4) any attorney/client privileged information.

### **CSW Responsibilities**

1. Discuss the child's needs with a potential caregiver in non-identifying terms.
2. When a placement has been located, release the DCFS 709 at the time of placement.

**NOTE:** With SCSWs' oral approval, the child's medical, dental and school records may be released to the caregiver if pertinent to maintaining the health and safety of the child while in the caregiver's care. With SCSWs' approval and a signed DCFS 4389 on file the portion of the psychological records which discusses the treatment plan and goals for the child may be provided to the caregiver pertinent to maintaining the health and safety of the child while in the caregiver's care.

3. Photocopy only the records authorized for release. Review carefully, black-out any unauthorized information and photocopy the initial copy. Release the second copy and ensure that the initial altered copy is shredded.

### **B. WHEN: A MENTAL HEALTH SERVICE PROVIDER INCLUDING COURT ORDERED 730 EVALUATORS REQUEST CASE RECORDS INFORMATION**

The CSW shall discuss the mental health needs of the child with his/her SCSW and complete the required forms. For information regarding the procedure for obtaining a psychological evaluation, see Procedural Guide 0600-501.05, Psychological Testing of DCFS-Supervised Children.

**NOTE:** The Department of Mental Health is entitled to all case record information.

In order to provide mental health services or a comprehensive psychological assessment and treatment plan for a child, the mental health service provider,

may have access to the child's psychological records, medical/dental records, school records, court-ordered visitation plan with family members, as well as family and placement histories.

A mental health services provider **may not** have access to any child abuse reports or the identity of the reporting party, attorney-client privileged information, or any information regarding unrelated children contained in any case record documentation.

For information regarding the procedure for releasing HIV/AIDS status information, see Procedural Guide 0500-504.10, Protection and Disclosure of HIV/AIDS Information.

### **CSW Responsibilities**

1. Discuss the child's needs with the SCSW.
2. Discuss the child's needs in non-identifying terms with a potential mental health provider.
3. Obtain a signed DCFS 4389 from the potential mental health service provider if identifying information is requested and from the selected provider before releasing any requested information. File the DCFS 4389 in the Additional Services Documentation Folder.
4. Document any request for records in the Health Notebook. Include the date, name, title, agency, address, and telephone number of the person making the request, the information requested and the reason for the request.
5. Discuss and obtain SCSW written approval for the release of records. Document SCSW's approval in the Case Notes. Print a hard copy of the documented written approval and give it to the SCSW for signature. File it in the Additional Services Documentation Folder.
6. Photocopy the records authorized for release. Review carefully, black-out any unauthorized information and photocopy the initial copy. Release the second copy and ensure that the initial altered copy is shredded.

### **C. WHEN: MEDICAL DOCTORS AND DENTISTS REQUEST CASE RECORD INFORMATION**

Medical doctors require copies of the medical history for the family and all medical records for the child in order to provide comprehensive health care services for the child. Selected portions of a child's school records may be

considered for release if the child's school performance is being monitored in order to adjust a medication regimen.

Medical doctors may not have access to any child abuse reports or the identity of the reporting party, the child's psychological records unless the doctor is a psychiatrist, any educational, psychological or medical records for other family members, any attorney client privileged information, or any information regarding siblings or other unrelated children referenced in the case records.

A dentist providing services to the child may have copies of all available dental records. If an invasive procedure is deemed necessary, the dentist may have access to selected medical record information that could have an impact on the procedure being considered.

For information regarding the release of HIV/AIDS status, see Procedural Guide 0500-504.10, Protection and Disclosure of HIV/AIDS Information.

### **CSW Responsibilities**

1. Discuss the child's health care needs with the SCSW.
2. Discuss the child in non-identifying terms with a potential health service provider.
3. Obtain a signed DCFS 4389 from the potential health service provider if identifying information is requested and from the selected health service provider before releasing any requested information. File it in the Additional Services Documentation Folder.
4. Document any request for records in the Health Notebook. Include the date, name, title, agency, address, phone number of the person making the request, the information requested, and the reason for the request.
5. Discuss and obtain SCSW written approval for the release of the required records. Document SCSW's approval in the Case Notes section in CWS/CMS. Print a hard copy of the documentation and give it to the SCSW for signature. File it in the Additional Services Documentation Folder.
6. Photocopy the requested records. Review carefully, black-out any unauthorized information and photocopy the initial copy. Release the second copy and ensure that the initial altered copy is shredded.

**D. WHEN: SCHOOLS REQUEST RECORDS**

The school system is expected to obtain the child's school records from the previous school. If for some reason the school records (including immunization records) are unavailable, the caregiver may release only those records necessary to enroll the child in school. No other records/documents shall be released to the school.

**E. WHEN: A PRIVATE ADOPTION AGENCIES PERFORMING ADOPTION HOME STUDIES REQUEST RECORDS**

For purposes of completing adoption home studies the Department shall utilize only adoption agencies that are licensed by the state in which they provide services.

All identifying information regarding the birth parents shall be withheld unless a consent to release form (an AD 100 or equivalent), authorizing release of their identities and signed by both parents, is filed in the case record. If only one parent signs the consent form all identifying information regarding the other parent must be withheld.

The adopting family must also provide a signed release form (an AD 100 or equivalent) allowing the Department to release information about their family to the adoption agency providing the service.

In order to complete an accurate and comprehensive adoptive home study the adoption agency completing the home study must be provided with the information given to the adopting parents regarding the child as well as information regarding the family that is adopting the child. The following information shall be considered for release:

1. school records;
2. child needs assessment records;
3. routine medical/dental records;
4. only the relevant information contained in the recommendations section of any psychological evaluation for the child;
5. treatment plans for the child; and
6. court-ordered visitation plan for the child with his/her parents/guardians and siblings, if any.

See Procedural Guide 0200-509.25, Presentation of Child Information to Prospective Adoptive Parents, for further information.

### APPROVAL LEVELS

Section	Level	Approval
<b>A.</b>	<b>SCSW</b>	DCFS 709 and DCFS 4389
<b>B.</b>	<b>SCSW</b>	DCFS 4389
<b>C.</b>	<b>SCSW</b>	DCFS 4389
<b>D and E.</b>	None	None

### OVERVIEW OF STATUTES/REGULATIONS

#### **Family Code Section 8706,**

- a) An agency may not place a child for adoption unless a written report on the child's medical background and, if available, the medical background of the child's biological parents so far as ascertainable, has been submitted to the prospective adoptive parents and they have acknowledged in writing the receipt of the report.
- b) The report on the child's background shall contain all known diagnostic information, including current medical reports on the child, psychological evaluations, and scholastic information, as well as all known information regarding the child's developmental history and family life.
- c)
  - (1) The biological parents may provide a blood sample at a clinic or hospital approved by the State Department of Health Services. The biological parents' failure to provide a blood sample shall not affect the adoption of the child.
  - (2) The blood sample shall be stored at a laboratory under contract with the State Department of Health Services for a period of 30 years following the adoption of the child.
  - (3) The purpose of the stored sample of blood is to provide a blood sample from which DNA testing can be done at a later date after entry of the order of adoption at the request of the adoptive parents or the adopted child. The cost of drawing and storing the blood samples shall be paid for by a separate fee in addition to the fee required under Section 8716. The amount of this additional fee shall be based on the cost of drawing and storing the blood samples but at no time shall the additional fee be more than one hundred dollars (\$100).
- d)
  - (1) The blood sample shall be stored and released in such a manner as to not identify any party to the adoption.

(2) Any results of the DNA testing shall be stored and released in such a manner as to not identify any party to the adoption.

### **Family Code Section 9200**

- a) The petition, relinquishment or consent, agreement, order, report to the court from any investigating agency, and any power of attorney and deposition filed in the office of the clerk of the court pursuant to this part is not open to inspection by any person other than the parties to the proceeding and their attorneys and the department, except upon the written authority of the judge of the superior court. A judge of the superior court may not authorize anyone to inspect the petition, relinquishment or consent, agreement, order, report to the court from any investigating agency, or power of attorney or deposition or any portion of any of these documents, except in exceptional circumstances and for good cause approaching the necessitous. The petitioner may be required to pay the expenses for preparing the copies of the documents to be inspected.
- b) Upon written request of any party to the proceeding and upon the order of any judge of the superior court, the clerk of the court shall not provide any documents referred to in this section for inspection or copying to any other person, unless the name of the child's birth parents or any information tending to identify the child's birth parents is deleted from the documents or copies thereof.
- c) Upon the request of the adoptive parents or the child, a clerk of the court may issue a certificate of adoption that states the date and place of adoption, the child's birth date, the names of the adoptive parents, and the name the child has taken. Unless the child has been adopted by a stepparent, the certificate shall not state the name of the child's birth parents.

### **Family Code Section 9201**

- a) Except as otherwise permitted or required by statute, neither the department nor a licensed adoption agency shall release information that would identify persons who receive, or have received, adoption services.
- b) Employees of the department and licensed adoption agencies shall release to the department at Sacramento any requested information, including identifying information, for the purposes of record keeping and monitoring, evaluation, and regulation of the provision of adoption services.
- c) Prior to the placement of a child for adoption, the department or licensed adoption agency may, upon the written request of both a birth and a prospective adoptive parent, arrange for contact between these birth and prospective adoptive parents that may include the sharing of identifying information regarding these parents.
- d) The department and any licensed adoption agency may, upon written authorization for the release of specified information by the subject of that information, share information regarding a prospective adoptive parent or birth parent with other social service agencies, including the department and

other licensed adoption agencies, or providers of health care as defined in Section 56.05 of the Civil Code.

- e) Notwithstanding any other law, the department and any licensed adoption agency may furnish information relating to an adoption petition or to a child in the custody of the department or any licensed adoption agency to the juvenile court, county welfare department, public welfare agency, private welfare agency licensed by the department, provider of foster care services, potential adoptive parent, or provider of health care as defined in Section 56.05 of the Civil Code, if it is believed the child's welfare will be promoted thereby.
- f) The department and any licensed adoption agency may make adoptions case records, including identifying information, available for research purposes, provided that the research will not result in the disclosure of the identity of the child or the parties to the adoption to anyone other than the entity conducting the research.

### **Health and Safety Code Section 1530.6**

Notwithstanding any other provision of law, persons licensed pursuant to this chapter to provide residential foster care to a child either placed with them pursuant to order of the juvenile court or voluntarily placed with them by the person or persons having legal custody of such child, may give the same legal consent for that child as a parent except for the following: (1) marriage; (2) entry into the armed forces; (3) medical and dental treatment, except that consent may be given for ordinary medical and dental treatment for such child, including, but not limited to, immunizations, physical examinations, and X-rays; and (4) if the child is voluntarily placed by the parent or parents, those items as are agreed to in writing by the parties to the placement. To this effect, the state department shall prescribe rules and regulations to carry out the intent of this section. This section does not apply to any situation in which a juvenile court order expressly reserves the right to consent to those activities to the court.

### **Welfare and Institutions Code 827**

(a)(1) Except as provided in Section 828, a case file may be inspected only by the following:

- (A) Court personnel. (
- (B) The district attorney, a city attorney, or city prosecutor authorized to prosecute criminal or juvenile cases under state law.
- (C) The minor who is the subject of the proceeding.
- (D) His or her parents or guardian.
- (E) The attorneys for the parties, judges, referees, other hearing officers, probation officers, and law enforcement officers who are actively participating in criminal or juvenile proceedings involving the minor.

- (F) The superintendent or designee of the school district where the minor is enrolled or attending school.
- (G) (Members of the child protective agencies as defined in Section 11165.9 of the Penal Code.
- (H) The State Department of Social Services to carry out its duties pursuant to Division 9 (commencing with Section 10000), and Part 5 (commencing with Section 7900) of Division 12, of the Family Code to oversee and monitor county child welfare agencies, children in foster care or receiving foster care assistance, and out-of-state placements.
- (I) Authorized legal staff or special investigators who are peace officers who are employed by, or who are authorized representatives of, the State Department of Social Services, as necessary to the performance of their duties to inspect, license, and investigate community care facilities, and to ensure that the standards of care and services provided in those facilities are adequate and appropriate and to ascertain compliance with the rules and regulations to which the facilities are subject. The confidential information shall remain confidential except for purposes of inspection, licensing, or investigation pursuant to Chapter 3 (commencing with Section 1500) and Chapter 3.4 (commencing with Section 1596.70) of Division 2 of the Health and Safety Code, or a criminal, civil, or administrative proceeding in relation thereto. The confidential information may be used by the State Department of Social Services in a criminal, civil, or administrative proceeding. The confidential information shall be available only to the judge or hearing officer and to the parties to the case. Names that are confidential shall be listed in attachments separate to the general pleadings. The confidential information shall be sealed after the conclusion of the criminal, civil, or administrative hearings, and may not subsequently be released except in accordance with this subdivision. If the confidential information does not result in a criminal, civil, or administrative proceeding, it shall be sealed after the State Department of Social Services decides that no further action will be taken in the matter of suspected licensing violations. Except as otherwise provided in this subdivision, confidential information in the possession of the State Department of Social Services may not contain the name of the minor.
- (J) Members of children's multidisciplinary teams, persons, or agencies providing treatment or supervision of the minor.
- (K) A judge, commissioner, or other hearing officer assigned to a family law case with issues concerning custody or visitation, or both, involving the minor, and the following persons, if actively participating in the family law case: a family court mediator assigned to a case involving the minor pursuant to Article 1 (commencing with Section 3160) of Chapter 11 of Part 2 of Division 8 of the Family Code, a court-appointed evaluator or a person conducting a court-connected child custody evaluation, investigation, or assessment pursuant to Section 3111 or 3118 of the Family Code, and counsel appointed for the minor in the family law case pursuant to Section 3150 of the Family Code. Prior to allowing counsel appointed for the minor in the family law case to

inspect the file, the court clerk may require counsel to provide a certified copy of the court order appointing him or her as the minor's counsel.

- (L) A court-appointed investigator who is actively participating in a guardianship case involving a minor pursuant to Part 2 (commencing with Section 1500) of Division 4 of the Probate Code and acting within the scope of his or her duties in that case.
- (M) A local child support agency for the purpose of establishing paternity and establishing and enforcing child support orders.
- (N) Juvenile justice commissions as established under Section 225. The confidentiality provisions of Section 10850 shall apply to a juvenile justice commission and its members.
- (O) Any other person who may be designated by court order of the judge of the juvenile court upon filing a petition.

- (1) Notwithstanding any other law and subject to subparagraph (A) of paragraph
- (2) juvenile case files, except those relating to matters within the jurisdiction of the court pursuant to Section 601 or 602, that pertain to a deceased child who was within the jurisdiction of the juvenile court pursuant to Section 300, shall be released to the public pursuant to an order by the juvenile court after a petition has been filed and interested parties have been afforded an opportunity to file an objection. Any information relating to another child or which could identify another child, except for information about the deceased, shall be redacted from the juvenile case file prior to release, unless a specific order is made by the juvenile court to the contrary. Except as provided in this paragraph, the presiding judge of the juvenile court may issue an order prohibiting or limiting access to the juvenile case file, or any portion thereof, of a deceased child only upon a showing that release of the juvenile case file or any portion thereof is detrimental to the safety, protection, or physical or emotional well-being of another child who is directly or indirectly connected to the juvenile case that is the subject of the petition. (3) Access to juvenile case files pertaining to matters within the jurisdiction of the juvenile court pursuant to Section 300 shall be limited as follows:

- (A) If a juvenile case file, or any portion thereof, is privileged or confidential pursuant to any other state law or federal law or regulation, the requirements of that state law or federal law or regulation prohibiting or limiting release of the juvenile case file or any portions thereof shall prevail. Unless a person is listed in subparagraphs (A) to (N), inclusive, of paragraph (1) and is entitled to access under the other state law or federal law or regulation without a court order, all those seeking access, pursuant to other authorization, to portions of, or information relating to the contents of, juvenile case files protected under another state law or federal law or regulation, shall petition the juvenile court. The juvenile court may

only release the portion of, or information relating to the contents of, juvenile case files protected by another state law or federal law or regulation if disclosure is not detrimental to the safety, protection, or physical or emotional well-being of a child who is directly or indirectly connected to the juvenile case that is the subject of the petition. This paragraph shall not be construed to limit the ability of the juvenile court to carry out its duties in conducting juvenile court proceedings.

(B) Prior to the release of the juvenile case file or any portion thereof, the court shall afford due process, including a notice of and an opportunity to file an objection to the release of the record or report to all interested parties.

(3) A juvenile case file, any portion thereof, and information relating to the content of the juvenile case file, may not be disseminated by the receiving agencies to any persons or agencies, other than those persons or agencies authorized to receive documents pursuant to this section. Further, a juvenile case file, any portion thereof, and information relating to the content of the juvenile case file, may not be made as an attachment to any other documents without the prior approval of the presiding judge of the juvenile court, unless it is used in connection with and in the course of a criminal investigation or a proceeding brought to declare a person a dependent child or ward of the juvenile court.

(b) (1) While the Legislature reaffirms its belief that juvenile court records, in general, should be confidential, it is the intent of the Legislature in enacting this subdivision to provide for a limited exception to juvenile court record confidentiality to promote more effective communication among juvenile courts, family courts, law enforcement agencies, and schools to ensure the rehabilitation of juvenile criminal offenders as well as to lessen the potential for drug use, violence, other forms of delinquency, and child abuse...

**Welfare and Institutions Code Section 16002 (e)(2),**

(e) If parental rights are terminated and the court orders a dependent child to be placed for adoption, the licensed county adoption agency or the State Department of Social Services shall take all of the following steps to facilitate ongoing sibling contact, except in those cases provided in subdivision (b) where the court determines by a preponderance of the evidence that sibling interaction is detrimental to the child: ...

(2) Provide prospective adoptive parents with information about siblings of the child, except the address where the siblings of the children reside. However, this address may be disclosed by court order for good cause shown.

## **Welfare and Institutions Code Section 16010 (a) & (c),**

- (a) When a child is placed in foster care, the case plan for each child recommended pursuant to Section 358.1 shall include a summary of the health and education information or records, including mental health information or records, of the child. The summary may be maintained in the form of a health and education passport, or a comparable format designed by the child protective agency. The health and education summary shall include, but not be limited to, the names and addresses of the child's health, dental, and education providers, the child's grade level performance, the child's school record, assurances that the child's placement in foster care takes into account proximity to the school in which the child is enrolled at the time of placement, a record of the child's immunizations and allergies, the child's known medical problems, the child's current medications, past health problems and hospitalizations, a record of the child's relevant mental health history, the child's known mental health condition and medications, and any other relevant mental health, dental, health, and education information concerning the child determined to be appropriate by the Director of Social Services. If any other provision of law imposes more stringent information requirements, then that section shall prevail.
- (c) As soon as possible, but not later than 30 days after initial placement of a child into foster care, the child protective agency shall provide the caretaker with the child's current health and education summary as described in subdivision (a). For each subsequent placement, the child protective agency shall provide the caretaker with a current summary as described in subdivision (a) within 48 hours of the placement.

Blanket Order re: Confidentiality of Juvenile Case Files and Public and Media Access, dated July 11, 2006

### **RELATED POLICIES**

**Procedural Guide 0080-505.20**, Health and Education Passport (HEP)

**Procedural Guide 0100-510.61**, Placement Process, Responsibilities and Procedures

**Procedural Guide 0100-520.10**, Evaluating a Prospective Caregiver

**Procedural Guide 0100-520.50**, Assessment of a Potential Caregiver's Ability to Meet a Child's Needs

**Procedural Guide 0200-509.25**, Presentation of Child Information to a Prospective Adoptive Family

**Procedural Guide 0200-509.36**, Supervision of Post-Adopt and Adoptive Placements

**Procedural Guide 0200-518.10**, Post-Adoption Service (PAS) Release of Information after Adoption is Final

**Procedural Guide 0500-501.10**, Release of DCFS Case Record Information

**Procedural Guide 0500-504.10**, Protection and Disclosure of HIV/AIDS Information

**Procedural Guide 0600-501.05**, Psychological Testing of DCFS-Supervised Children

**FORM(S) REQUIRED/LOCATION**

**HARD COPY**            **AD 100**, Authorization for Release of Information

**LA Kids:**            **DCFS 280**, Technical Assistant Action Request  
**DCFS 709**, Foster Child's Needs and Case Plan Summary  
**DCFS 1399**, Notification to School of Child's Placement Status  
**DCFS 4389**, Declaration in Support of Access to Juvenile Records

**CWS/CMS:**            Case Notes  
                              Contact Notebook  
                              Health Notebook  
**DCFS 280**, Technical Assistant Action Request  
**DCFS 709**, Foster Child's Needs and Case Plan Summary

**SDM:**                 None

## Procedural Guide

0500-509.10

### PERMISSION TO VIDEOTAPE, PHOTOGRAPH, VOICE RECORD OR INTERVIEW CHILDREN

Date Issued: 04/18/07

New Policy Release

Revision of Existing Procedural Guide 0500-509.10, Permission To Videotape, Photograph, Voice Record Or Interview Children, dated 01/02/02

**Revision Made:** This Procedural Guide has been revised to reflect current practice and revisions to Local Rule of Court 17.2.

Cancels: None

#### DEPARTMENTAL VALUES

This procedural Guide supports the Department's efforts to achieve timely permanency for children.

#### WHAT CASES ARE AFFECTED

This Procedural Guide is applicable to all new and existing referrals and cases.

#### OPERATIONAL IMPACT

Pursuant to Los Angeles Superior Courts and the Administratively Unified Courts, Court Rules 17.2, any person seeking to interview, photograph, videotape or voice record a child, who the person knows, or has reason to know, is under juvenile court jurisdiction and has been removed from the physical custody of the parent/legal guardian, shall request permission to contact the child from the Presiding Judge of the Juvenile Court.

When an individual or agency files a petition with the court requesting permission to photograph/interview/record a specific child (s)he must notice all parties involved. Any involved party, including DCFS, may file an objection at that time. The court may deny the petition, grant the petition over an objection, and/or alter the conditions set forth in the original petition.

If a representative of the media or a research project petitions the court for access to DCFS case records, the CSW shall consult with County Counsel on how to proceed.

#### Procedures

## **A. WHEN: MEDIA REQUESTS DIRECT ACCESS TO CHILDREN SUPERVISED BY DCFS**

The Office of Public Affairs is responsible for ensuring that all contact between media representatives and children supervised by the Department is both legal and appropriate.

When the media is expected to cover an event that will include a large number of children supervised by DCFS the Office of Public Affairs will submit a blanket petition to the Juvenile Court requesting permission for the media to include DCFS children during their coverage of the event for their news agency.

If a representative of the media has petitioned the court and the court has granted the media representative permission to photograph/interview/record a child supervised by DCFS, the child/parent/relative/attorney/ or personnel of detention facilities or placements are not obligated to agree to an interview or to provide information. Conversely, the child/parent/relative has the right to initiate contact with a representative of the media without a court order and to provide the media with information regarding their personal history.

Once the Juvenile Court has granted the media representative's petition to photograph/interview/record a specific child, the CSW may not deny the media representative access to the child. However, the child continues to have the right to refuse to be photographed/interviewed/recorded. If the CSW is provided with new information which demonstrates that the child should not be photographed/interviewed/recorded the CSW must petition the court to overturn the original petition and it must be granted in order for the CSW to deny the media representative access to the child. The CSW should anticipate a two week delay between the time the petition is filed and the Judge hears the case.

### **CSW Responsibilities**

1. When a request to photograph/interview/record a child is received from a representative of the media, discuss the request with the person calling to determine if it is appropriate. Refer the person making the request to the Office of Public Affairs at (213) 351-5779.
2. Document the request for access in the Contact Notebook. Include the requesting party's name, title, agency and phone number and the stated reason for the request.
3. If the media is expected to be present during an event that will include DCFS-supervised children, contact the Office of Public Affairs at (213) 351-5779 and verify that a blanket petition has been granted allowing the media to include DCFS-supervised children in their coverage of the event.
4. When a notice of hearing is received regarding a petition to photograph/interview/record a specific child, discuss the matter with the SCSW, County Counsel assigned to the case, the caregiver, the child's attorney, the child's therapist (if applicable) and the child to determine the advisability of allowing media access to the child.

**NOTE:** County Counsel will file an objection if it is warranted. The child's attorney may also file an objection.

5. If the petition is granted, obtain a copy of the court order and review it to determine the conditions under which the child is to be photographed, interviewed, or recorded. File the court order in the Court Documents Folder.
6. Discuss the request with the child to determine if the child continues to be willing to participate. If the child is unwilling to participate, inform the SCSW and the representative of the media.
7. If the child is willing to participate, the CSW or the caregiver shall be present during the event to ensure that the court order is honored.
8. Document all contacts in the Contact Notebook.

**B. WHEN: RESEARCH PROJECTS REQUIRE DIRECT ACCESS TO DCFS-SUPERVISED CHILDREN**

The Bureau of Information Technology Services, Research Section, in conjunction with the Services Bureaus is responsible for determining the appropriateness of any proposed research projects that involve children supervised by DCFS. If the proposed research would place an undue burden on the field worker or if the research would not provide DCFS with valuable information, the research project will be rejected.

The Research Section will consult with the Office of the County Counsel and Dependency Court Legal Services prior to filing the petition to seek court permission to carryout a proposed research project that involve children supervised by DCFS to determine if there are any legal issues that must be addressed.

The petition contains a description of the research project and the manner in which the issues will be addressed with the child. Once the court has granted the petition the petitioner may begin making contact with the workers whose children fall within the parameters of the approved research project. Any child may decline to participate in a research project or withdraw from an ongoing research project. However, once the court has granted a petition, the CSW may not refuse to allow a specific child to participate in the research project.

**CSW Responsibilities**

1. Document any request for access to a specific child for research purposes in the Contact Notebook. Include the name, title, and organizational affiliation of the person calling, their phone number and address and a brief description of the research project.
2. Contact the Bureau of Information Technology Services, Research Section at (213) 351-5555 and verify that the project has received DCFS and court administrative approval.
3. Obtain a copy of the petition and the court order and file both in the Court Documents Folder.
4. Discuss the matter with the child to determine the child's willingness to participate in the research project. The child has the right to decline to participate.
5. If the child agrees to participate, discuss the matter with the child's caregiver, doctor (if appropriate) and therapist (if applicable) to determine if there are any potential adverse consequences to allowing the child to participate.

- a) Confer with SCSW if there are concerns about allowing the child to participate.
  - b) Confer with the assigned County Counsel and ask that (s)he file a petition requesting that the specified child be exempted from the research project.
  - c) If a petition is filed requesting that the child be exempted from participation in a research project, contact the representative from the research project and inform them that the child will not be available until the court has addressed the petition.
    - i. If the court grants the petition, inform the research project personnel that the specific child has been exempted from participation.
    - ii. If the court denies the petition, allow the child to participate in the research project.
6. If the court order includes access to case records/information, contact the supervisor of the Subpoena and Redacting Division, which is housed in the office of the County Counsel, for assistance in preparing the records for release.
7. Document the child's participation in the Contact Notebook.

**C: WHEN: SPECIAL BLANKET ORDER FOR PRE-ADOPTIVE PUBLICITY FOR ADOPTIVE PLACEMENT**

On 1/30/03 the Presiding Judge of the Juvenile Court, signed a blanket order allowing DCFS supervised children to participate in adoptive recruitment events such as "Wednesday's Child", or adoption fairs, under specific circumstances.

The order states that confidentiality is waived only if the event is expected to promote positive publicity on behalf of the individual child and only if the child has been freed for adoption or reunification services have been terminated and adoption identified as the permanent plan. No details of the child's underlying dependency court case may be disclosed and may not be discussed with the child during an interview.

If the child's attorney or the child's treating professional have concerns regarding the advisability of allowing the child to participate in the specified event the matter will be referred to the Adoption Specialization Team for resolution. If the concerns cannot be resolved, the child's attorney shall seek a court hearing to address the issue in court.

**CSW Responsibilities**

- 1. Determine if the child has been freed for adoption or the permanent plan for the child is adoption.
- 2. Verify that the event will promote positive publicity for the child.
- 3. Consult your SCSW regarding the child's participation in the event.

4. Consult the child to determine his or her interest in participating. The child has the option to decline to participate.
5. Inform the child's attorney within 10 days, either in writing or by phone. If the invitation to participate in the event is unexpected, inform the child's attorney within 24 hours of the event.
6. Consult any professional who is providing treatment for the child regarding the advisability of allowing the child to participate.

**NOTE:** If the child's treating professional has expressed concerns regarding the child's participation in an adoption event, the issue shall be referred to the Adoption Specialist Team and or Adoptions CSW for resolution among the attorney, CSW and treating professional.

7. If the attorney objects, discuss the attorney's objection with your SCSW, the child's caregiver, and the child.
8. Consult with the child's attorney regarding his or her objection. If the child's attorney continues to object, the child's attorney will need to file a petition with the court to prevent the child's participation.

**NOTE:** CSW and the Placement and Recruitment Unit (PRU) representative shall ensure that all media representatives covering the event adhere to the provisions of this blanket order.

9. Document the child's participation in the Contact Notebook.

### APPROVAL LEVELS

Section	Level	Approval
A.-C.	None	

### OVERVIEW OF STATUTES/REGULATIONS

#### Los Angeles Superior Court and the Administratively Unified Courts Court Rules 17.2

## Public And Media Access

**(c) Requests for Interviewing, Photographing, Videotaping, or Voice Recording of Dependent/Delinquent Children.** A person or media representative must obtain a court order from the Presiding Judge of the Juvenile Court prior to contacting a child if:

- (1) The person or media representative seeks to interview, photograph, videotape or voice record a child, who the person knows, or has reason to know, is under juvenile court jurisdiction and has been removed from the physical custody of the parent or legal guardian, and
- (2) Confidential information regarding the child's case or dependency or wardship status may or will be disclosed as a result of the interviewing, photographing, videotaping, or voice recording. Requests may be sent to:

Juvenile Court Presiding Judge's Office  
Edmund D. Edelman Children's Court  
201 Centre Plaza Dr., Suite 3  
Monterey Park, California 91754-2158  
FAX: (323) 881-3794.

- (3) Access to Dependent or Delinquent Children Without Court Permission. This rule does not prevent dependent or delinquent children from initiating contact with any person or media representative without court permission. Additionally, this rule does not limit contact between any person or media representative and families, attorneys, detention facilities, or court-ordered placements without court permission.
- (4) **(4) Right to Refuse.** Conversely, nothing in this rule is intended to suggest that children, their families, attorneys, or personnel of detention facilities or placements have any obligation to agree to an interview or to provide information to media representatives.
- (5) **Request Forms.** Request forms ("Requests") [Appendix 2] are available at:

Superior Court Clerk's Office  
Edmund D. Edelman Children's Court  
201 Centre Plaza Drive  
Second Floor, Room 2700  
Monterey Park, CA 91754-2158  
(323) 526-6645

Failure to complete all sections of the form with specific information may result in a denial of the request without prejudice.

- (6) **Notice.** At least five calendar days before the Request is filed with the court, the person initiating the Request shall serve, or attempt to serve, a copy on the appropriate parties either personally, by fax, or by first class mail.

In dependency proceedings, notice shall be served on: the child, attorney of record for the child who remains a dependent of the court, parent(s) or guardian(s) of the child who is under 18 years of age or their attorney, County Counsel, and Department of Children and Family Services ("DCFS").

In delinquency proceedings, notice shall be served on: the child, attorney of record for the child who remains a ward of the court, parent(s) or guardian(s) of the child who is under 18 years of age, District Attorney, and Probation Department.

- a) Objections. Any objections to the petitioner's Request shall be submitted in writing to, and received by, the Juvenile Court Presiding Judge no later than: (a) 15 calendar days after date of service, if served by fax, electronic mail, or personal service, or (b) 20 calendar days after date of service, if served by mail. In order to receive a copy of the court's decision on the Request, the person/agency filing an objection shall include a self-addressed envelope.
- i) Time for Objection Shortened for Good Cause. Petitioner may request the time allowed for objections to be shortened. Petitioner must provide timely notice to ensure any person/agency has an opportunity to object, and establish good cause why the objection period should be shortened. The Presiding Judge of the Juvenile Court will approve or deny the request based on whether good cause has been established in the Request, or the matter may be set for a hearing.
- (7) Ex Parte Requests. The Presiding Judge may grant a Request on an *ex parte* basis, without notice as defined in Rule 17.2(c)(6), if it is shown by declaration or affidavit that good cause exists why required notice could not be given or should not be given.
- (8) Evaluation on Case-by-Case Basis.
  - a) Detrimental to Child's Best Interests. The Presiding Judge, or his or her designee, shall not deny the Request unless the court finds a reasonable likelihood that the requested contact will be detrimental to the child's best interests.
  - b) Burden of Proof. The burden of showing detriment to the child shall be on the person or agency opposing the Request.
  - c) Factors Court May Consider. In making its determination, the court may consider, but is not limited to, the following factors: age of the child, nature of the allegations in the case, child's expressed desire, child's physical and emotional health, extent of the present or expected publicity and its effect, if any, on the child and his or her family.
  - d) Protective Orders. Where it is necessary to protect the best interests of a child, the court may issue additional protective orders to maintain the confidentiality of the child's name and/or identity.
- (9) Prompt Determination of Request. The court shall make a determination on the Request, or set a hearing, within 5 court days of the final day for filing oppositions.
- (10) Particularized Findings Where Request Is Denied. If the court denies the Request, it shall issue particularized findings as to why such denial is necessary to serve the child's best interests.

## RELATED POLICIES

**Procedural Guide 0500-501.10, Releasing DCFS Case Record Information**

**FORM(S) REQUIRED/LOCATION**

<b>Hard Copy</b>	None
<b>LA Kids:</b>	None
<b>CWS/CMS:</b>	Contact Notebook
<b>SDM:</b>	None

THPP Entry Assessment

Name: \_\_\_\_\_

Age: \_\_\_\_\_ Expected Emancipation Date: \_\_\_\_\_

Agency Name: \_\_\_\_\_

I currently attend: \_\_\_\_\_

I expect to graduate on \_\_\_\_\_

I am \_\_\_ am not \_\_\_ currently employed.

I am \_\_\_ am not \_\_\_ currently in an apprentice program.

I am \_\_\_ am not \_\_\_ currently enrolled in vocational school and/or college.

Upon graduation from High School I plan on: (check all that apply)

\_\_\_ going to college \_\_\_ getting a full-time job \_\_\_ going to vocational school

\_\_\_ joining the military \_\_\_ other

My goal is to

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

THPP Bi-Annual Assessment

EXHIBIT – A30

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Agency: \_\_\_\_\_

The goals that I have obtained are:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

The Agency has helped me meet my goals by:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

The goals that I have set for myself are:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

I will do the following to meet the goals that I have set for myself:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

I am \_\_\_ am not \_\_\_ employed. If employed, I make \$\_\_\_\_\_ per hour.

I am \_\_\_ am not \_\_\_ attending vocation school and/or college.

I am \_\_\_ am not \_\_\_ in an apprentice program.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

THPP Exit Assessment

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Agency: \_\_\_\_\_

The goals that I have obtained are:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

I \_\_\_ have \_\_\_ have not secured affordable housing.

I \_\_\_ have \_\_\_ don't have full-time employment. If employed, \$ \_\_\_ p/h

I \_\_\_ have \_\_\_ don't have a resume.

I \_\_\_ have \_\_\_ don't have a career goal.

I \_\_\_ have \_\_\_ have not applied for college/vocational school or apprentice program.

I \_\_\_ am \_\_\_ am not currently enrolled in a college/vocational or apprentice program.

The Agency has helped me become self-sufficient by :

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

The Agency could have done more in the following areas:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

I would rate my experience in THPP as:  
\_\_\_ very good    \_\_\_ good    \_\_\_ poor

THPP Exit Assessment

EXHIBIT – A 31

If you rated your experience as poor, please explain:

---

---

The Agency will continue to assist me by:

---

---

---

I \_\_\_\_\_ would recommend \_\_\_\_\_ would not recommend the THPP program.

The THPP program could be better if

---

---

---

---

---

---

---

---

Date of Graduation: \_\_\_\_\_

Date of Entry into THPP: \_\_\_\_\_

Date of Exit: \_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**EXHIBIT A – 32**

**LEGAL RIGHTS OF TEENS IN OUT-OF-HOME CARE**

**LEGAL RIGHTS OF TEENS  
IN OUT-OF-HOME CARE**

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**REVISED JULY 2007**

**Youth Law Center  
200 Pine Street, Suite 300  
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**(415) 543-3379**

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## INTRODUCTION

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This booklet covers some of the areas of the law that might concern a person in out-of-home care. ***Legal Rights of Teens in Out-of-Home Care*** tries to answer some of the questions you might have about your out-of-home care, courtroom appearances, group home, foster home, and emancipation.

After reading ***Legal Rights of Teens in Out-of-Home Care***, if you think there are other topics that should have been covered, or other things that should have been emphasized, please let us know. We'd like your opinion.

The rights explained in this booklet are your *legal* rights. Just knowing your rights is not enough -- using your rights with common sense will help you get along even better. There is a lot of practical advice available from books, magazines, peers, and social workers that you can put to use. We know we can't cover it all, but we hope we've given you a good start.

If you have trouble understanding what certain words mean, find them in the ***Index*** at the end of this booklet. It lists some of the complex words and phrases used here and the page number that has a definition for each word. Endnotes are also available in this booklet to help you find the laws that guarantee your rights.<sup>1</sup>

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## KNOW YOUR RIGHTS

*With every right comes a responsibility to use the right fully without exploiting it. Respect the rights of others as you exercise yours. As you read the following pages, keep in mind that respect for others, cooperation, and courtesy go a long way in getting the things you need and want.*

### **You have the right to:<sup>2</sup>**

- ◆ Live in a safe, healthy, and comfortable home where you are treated with dignity and respect.
- ◆ Be free from physical, sexual, or mental abuse.
- ◆ Be free from discrimination on the basis of race, ethnic group identification, ancestry, national origin, color, religion, sex, sexual orientation, gender identity, mental or physical disability, or HIV status.
- ◆ Be given healthy food, adequate clothing, and individual storage space.
- ◆ Not be locked in any room, building, or facility premises.\*
- ◆ Receive medical, mental health, vision, and dental services.
- ◆ Refuse medications or chemical substances not authorized by a doctor.
- ◆ Get sensitive health care services without an adult's permission.
- ◆ Contact your family members. Visit and contact your brothers and sisters.\*\*
- ◆ Make and receive confidential phone calls and send or receive unopened mail.\*\*
- ◆ Go to school. Participate in school activities, religious services of your choice, and age-appropriate extracurricular and social activities.
- ◆ Have social contacts outside of the foster care system.
- ◆ Keep your own money and have your own bank account.\*\*
- ◆ Attend Independent Living Skills Programs if you are 16 or older.
- ◆ Work if you are old enough by state law.
- ◆ Attend your court hearing and speak to the judge. Review your case plan. Keep your court records confidential.
- ◆ Contact your social worker or probation officer, attorney or CASA. See your social worker or probation officer once a month.
- ◆ Make complaints to the Department of Social Services and Foster Care Ombudsperson without punishment.

\* Unless you are in a community treatment facility.

\*\*Unless prohibited by a court order or your case plan.

## **YOUR GROUP HOME OR FOSTER HOME'S RESPONSIBILITIES**

---

- To accept you and treat you with dignity and respect.
- To provide for your daily care
- To protect confidential information about you.
- To keep in regular contact with your social worker or probation officer.
- To participate in hearings about your case.
- To follow your case plan.
- To make sure you receive needed medical and dental care.
- To be reasonable when providing discipline, which may include confining you in an unlocked area, charging fines, and restricting television, radio, or phone access.

## **YOUR SOCIAL WORKER OR PROBATION OFFICER'S RESPONSIBILITIES**

---

- To extend you courtesy and respect.
- To meet with you regularly, usually once a month.
- To call you once a month if there will be no visit. To return calls to you.
- To arrange for services to meet your needs while you are in placement.
- To choose the least restrictive and most appropriate placement for you.
- To formulate a permanent plan for you.
- To arrange visits with parents and siblings.\*
- To ask you about significant adults in your life that you would like to stay in touch with and work to make those connections possible.\*\*
- To inform the court of your situation and make recommendations to the court
- To provide services for independent living after you turn 16, if not sooner.

\* Unless prohibited by a court order or your case plan.

\*\* If you are 10 or older and in a group home.

## COMPLAINTS

---

**What can I do if I think that something is wrong with my placement, care or services, or if I don't get along with the foster parent, the group home staff, or my social worker?**

- First, talk to the person you don't get along with. Many times you can solve even big problems through honest discussion.
- If talking with the person does not work or you do not feel safe talking to that person, try talking with another adult who can help you with your problems. You can try talking with your social worker (or your social worker's supervisor), attorney, court appointed special advocate, or caregiver.
- If this doesn't work, you may want to consider contacting a local government agency or filing a complaint.<sup>3</sup> \*\*

### **State Foster Care Ombudsman (877) 846-1602**

If you think there is something wrong with your placement, care or services, this office will help you with your complaint and may start an investigation depending on the circumstances.

In addition to the state office, most counties in California have their own Ombudsman offices, which may be contacted to informally attempt to fix the problem.

### **Community Care Licensing (CCL)**

The CCL makes sure that foster care placements are following the foster care licensing requirements. The CCL may conduct an investigation if there is a complaint of mistreatment in a foster care placement. If you are staying in a foster family home or relative's home instead of a group home, the county you live in (rather than the CCL) may be in charge of your home. First try calling the CCL. They should be able to tell you which office is the right one to call.

For more information and a list of county agencies, see the ***Useful Resources*** section of this booklet.

\*\*Every group home is required to have written complaint procedures. You cannot be punished for filing a complaint. The home's complaint process should be posted in a location accessible to you. If not, ask one of the staff what to do - they are required by law to inform you of how to file a complaint.<sup>4</sup> If you live in a foster home, your foster parents must give you the address and phone number of where to file confidential complaints and how to do so.<sup>5</sup>

## ENTERING THE SYSTEM

---

- ROLE OF THE COURTS
- OUT-OF-HOME CARE
- TYPES OF PLACEMENTS

## ROLE OF THE COURTS

---

### What is a juvenile court?

A juvenile court is a court of law that is in charge of child abuse and neglect cases, as well as delinquency cases.

### What is a juvenile court petition?

A petition is a request that the court become involved in a child's life. There are three kinds of petitions, named after numbered sections of California law, the Welfare and Institutions Code:

- **300 Petition**
- **601 Petition**
- **602 Petition**

A **300 Petition** is filed by the county child welfare department for abused or neglected children and youth and will state -- "allege" -- the reasons that county child welfare department workers think a child needs protection.<sup>6</sup> If the court agrees with the petition -- "sustains" -- at the jurisdictional hearing, the child becomes a "dependent" of the court.

A **300 Petition** is filed because of your parents' behavior. The following two petitions will be filed because of your behavior.

A **601 Petition** is filed by the Probation Department and alleges that a child has either run away, been truant from school four or more times within one school year, violated curfew, or regularly disobeyed his or her parents.<sup>7</sup> These are violations that are unlawful because of your age, or your "status" as a minor. If the court finds the petition is true, the youth becomes a "ward" of the court and is known as a "status offender." (Some counties treat runaways under Section 300.)

A **602 Petition**, filed by the District Attorney's Office, alleges that a child has committed an act that would be considered a crime if it had been committed by an adult.<sup>8</sup> Like the **601 Petition**, if the court sustains this petition, the result is that the youth becomes a ward of the court as a delinquent.

This booklet does not discuss the court process for wards. However, the court may place wards in foster homes and group homes and in those placements, wards have many of the same rights as dependents.

### What kinds of hearings are there?

There are several kinds of hearings for young people who are or may be "dependents."

- Detention hearing
- Jurisdictional hearing
- Disposition hearing
- Dependency status review
- Permanency planning hearing
- Termination of parental rights hearing

The *detention hearing*<sup>9</sup> happens at the very beginning of a case when a youth has been removed from home by a social worker because of an emergency. The judge decides whether to let you go back home or to order you to stay in temporary foster care. The detention hearing must take place no later than three days after you've been removed from your home. Even if the judge lets you return home or to a relative's home, he or she may order the Department to supervise your care.

If you are placed in emergency or temporary foster care, then the judge must set a hearing date within 15 days of the time you enter temporary placement. If you're staying at home, the hearing must be within 30 days of the filing of the petition.<sup>10</sup> These hearings can be postponed if all the lawyers agree.

At the *jurisdictional hearing*,<sup>11</sup> the judge decides whether the allegations of the 300 Petition are true (sustained). Both you and your parents have the right to an attorney at this hearing. The judge may hear witnesses and other evidence. If the judge sustains the petition, you become a dependent of the court. The next step is to decide what should happen to you.

At the *disposition hearing*,<sup>12</sup> the judge decides where you should live while your parents try to solve their problems. It can take place at the same time as the jurisdictional hearing, but can be scheduled for later.

For the hearing, the Department files a report on your situation,<sup>13</sup> called a "social study." The report makes recommendations for your care. It must also explain what should be done to help you return home. The report must also spell out visitation by relatives. Your parents (or guardian), your Court Appointed Special Advocate (CASA) and all of the lawyers involved in the case have a right to a copy.<sup>14</sup>

The court reviews your case at a *dependency status review*, at least every six months.<sup>15</sup> The court will look at reports and decide whether the reasons you got into foster care still exist, if your placement is right, whether your case plan is being followed, and whether your parents are following the reunification plan (if there is one).<sup>16</sup> You or your lawyer can participate.<sup>17</sup> You also are entitled to get notice of the review at least 15 days ahead of time.<sup>18</sup>

The *permanency planning hearing*<sup>19</sup> determines your future placement, though every hearing is supposed to look at this goal. It must be held no later than 12 months from the date that you entered care. The first thing the judge decides is whether you can return home. If the judge doesn't allow a return home, then there are four choices:

- *Schedule a second and final permanency planning hearing in about six months.*<sup>20</sup> The judge will do this only if it's possible that you may be able to return to your parents in the next six months. At that hearing, the judge will send you home or select one of the following options.
- *Adoption.*<sup>21</sup>
- *Legal guardianship.*<sup>22</sup> The judge will look at this option only if adoption is not an available option.<sup>23</sup>
- *Long-term out-of-home care.*<sup>24</sup> The judge will look at this option only if all the other options are not possible.

If the court finds you cannot go home but you can be adopted, the court will terminate your parents' rights.

After the permanency planning hearing, the court will continue to review your case every 6 months. This review could take place sooner than 6 months if the court thinks it is in your best interest.<sup>25</sup>

### **What is adoption?**

Adoption is the first permanent plan option the court must consider when a foster child cannot be safely returned to his or her parents.<sup>26</sup> A foster child over 12, must agree to be adopted.<sup>27</sup> If the court finds that termination of parental rights would not be detrimental to the child, the court terminates parental rights and orders adoption as the permanent plan for the child.<sup>28</sup> Unlike guardianship, which is only temporary, adoption is legally permanent. Once adopted, the child is out of the foster care system and the law treats the adopted child just like any other "child" of the adoptive parents.<sup>29</sup> The Adoption Assistance Program provides benefits to families who adopt a child from foster care.<sup>30</sup> Adoptive parents may receive reimbursement for some expenses, such as court costs associated with the adoption,<sup>31</sup> as well as regular payments, that may not exceed the amount they would have been paid if the child were in a foster family home, to meet the child's needs.<sup>32</sup> If you are not adopted within 3 years and the court feels adoption is no longer in your permanent plan, you may petition the court to reinstate your parents' rights.<sup>33</sup>

### **What is guardianship?**

Guardianship is the second permanent plan option the juvenile court must consider when a foster child cannot be safely returned to his or her parents.<sup>34</sup> A guardianship suspends the rights and responsibilities of the parents and gives legal authority and responsibility to care for the child to a responsible adult who has some relationship to the child, like a foster parent, relative or a family friend. After the court appoints a guardian, the juvenile court may keep the child in foster care or close the case. If the court appoints a relative as a guardian and closes the juvenile court case, the relative may continue to receive the basic foster care payment through the Kin-Gap program.<sup>35</sup> Guardianship is not permanent and automatically ends if the guardian dies or when the child turns 18, is adopted, marries or enters into active duty in the armed forces of the United States.<sup>36</sup> The parent, guardian or child can also petition the court to end a juvenile court guardianship sooner.

### **How do I find out about court hearings?**

If you are 10 or older, the court must notify you in writing of the date, time, and place of each hearing.<sup>37</sup>

### **Can I go to hearings where the judge makes decisions about my future?**

Yes. You also have the right to make a statement to the court about any decision that has to do with your placement or whether to return to your parents.<sup>38</sup> You can also ask the judge to talk with you privately, "in chambers," without your parents around.

You also have the right to petition the juvenile court yourself to change, modify, or set aside any order it makes. That means that you can ask for hearings about your case. This includes hearings to end the court's jurisdiction and involvement.<sup>39</sup>

Of course, your attorney can help you do this. Even adults cannot do this on their own. You can also just go to observe -- you don't have to say anything unless you choose to.

### **Can a judge decide where and with whom I live at these hearings?**

Yes. If you can't live with your parents, a judge can place you with either a relative, or in a foster or a group home. You should tell the judge where you want to live.<sup>40</sup>

A judge will also decide whether you can visit with your parents or other family members while you are in out-of-home care and what types of services you and your family may need to be reunified.

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### **“BEST” PLACEMENT**

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In deciding if you should live with a relative, the judge will look at each relative's moral character and ability to:

- \* be effective in guiding your behavior,
- \* provide for your needs,
- \* facilitate visitation, and
- \* keep you and your siblings together<sup>41</sup>

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### **Can I have an attorney to represent me at court hearings?**

Yes. You have the right to have an attorney represent you. Your attorney is responsible to do everything in his or her power to protect you and keep you safe.<sup>42</sup>

#### **How do I get an attorney?**

The court must appoint an attorney for you, unless the judge believes that you would not benefit by having an attorney. If you don't have an attorney and think that you need one, tell the judge what you think. The judge must give the specific reasons why you would not benefit from having an attorney if the judge does not appoint an attorney for you.<sup>43</sup>

#### **What is the attorney supposed to do?**

Your attorney is responsible for investigating facts, interviewing witnesses, making recommendations to the court concerning your welfare and participating in later court proceedings to represent your interests. This responsibility exists for issues directly involved in the court proceedings and those outside of that scope. Also, your attorney must interview you and take into account your wishes when making his or her recommendations to the court.<sup>44</sup>

The same attorney who represents you at the first hearing is responsible for representing you at all later hearings unless the judge has a good reason to remove your attorney from your case or just change your attorney.<sup>45</sup>

#### **Who else can attend court hearings?**

Your parents, guardians, caregivers (foster parents, relative caregivers, group home or foster family agency), siblings that are dependents of the court, social worker, and your court-appointed special advocate (CASA) can all attend the hearings.<sup>46</sup> Many of these people will have attorneys that may also attend the hearings.<sup>47</sup> In addition to having the right to attend your hearing, your foster parent, relative caregiver, group home or foster family agency may give the

court information about you and your placement<sup>48</sup> Any blood relative who cares about your case or any non-relatives who are not legal guardians but who have been taking care of you on a day-to-day basis can also attend.<sup>49</sup> The judge may also give permission for other people to attend the court hearing.<sup>50</sup>

### **What is a "social study"?**

A social study is a written report that your social worker writes and gives to the judge before the hearings about your situation in out-of-home care. You or your attorney has a right to know what the report says at least 10 days before each status review hearing.<sup>51</sup>

## WHAT HAPPENS WHEN YOU ARE REMOVED FROM YOUR HOME FOR ABUSE OR NEGLECT

### COUNTY CHILD WELFARE DEPARTMENT (CCWD)

### YOU

### THE COURT

CCWD prepares a case plan for you

You stay in emergency placement or temporary custody

The court conducts a detention hearing and a jurisdiction hearing to decide whether it and the CCWD should stay involved in your case

Your social worker visits you at least once a month and whenever you request a visit

You stay in kinship care, foster care, or group home

The court conducts a disposition hearing to decide your permanent and temporary placements

CCWD prepares a social report for each hearing to help the court make a decision in your best interests

The court (or CCWD) reviews your dependency status every six months

You return home, are adopted, obtain a legal guardian, or are placed in long-term out-of-home care

No later than 12 months after the disposition hearing, the court conducts a permanency planning hearing

## OUT-OF-HOME CARE

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### What is out-of-home care?

Out-of-home care, also called foster care, is a 24-hour state-supervised living arrangement for children and youth who are in need of temporary or long-term substitute parenting. The goal of out-of-home care is to protect and care for you when your parents cannot. While you are in care, a social worker will attempt to reunify you with your family, if possible. If being with your family is not possible, then a social worker will try to find you another permanent place to live.

When you are in out-of-home care, you may live in a public shelter, a foster home, a relative's home, or a group home. You have a right to live in the "least restrictive" and most family-like place that can meet your needs and to live as close to your family as possible.<sup>52</sup>

### How do children and youth get into out-of-home care?

In most cases, children and youth are placed in out-of-home care after they have been removed from their home and a court has found their parents cannot care for them. In some cases, parents voluntarily arrange for their children to be placed in out-of-home care.

### Who decides whether and when I return to my parent(s)?

The judge. If you are removed from your home, your parent(s) will have to follow a "reunification plan" before you can return. This plan is to make sure that you will be safely cared for at home.

In deciding whether to return you to your home, the judge will get input from many people, including your social worker, probation officer, and attorney. The judge makes the decision through a series of hearings in which you have the right to participate. See the section called ***Role of the Courts***.

### What is a "case plan"?

Your case plan<sup>53</sup> is a written document that sets out specific steps the social service agency and your family will take to try to resolve the problems that led to your being removed from your home. The county child welfare department must complete a case plan within 60 days of your removal from home.<sup>54</sup> It must take into account your best interests and special needs.<sup>55</sup> See the box on the next page for what must be in the case plan.<sup>56</sup>

The case plan must include your health and education records.<sup>57</sup> It should be updated at least every six months.<sup>58</sup> You have a right to be involved in the development of your case plan.<sup>59</sup> Ask your social worker if you want to participate.

## CONTENTS OF THE CASE PLAN

A case plan must have:

- The long-term goal for your welfare and steps to reach that goal;
- The type of foster care where you are placed
- Why that placement is appropriate for you
- A plan for your proper care
- A plan for ensuring that you and your family receive services
- Why those services are appropriate for you and your family
- A visitation schedule for your social worker/probation officer
- A visitation schedule for your parents and siblings; and
- A transitional independent living plan if you're 16 or older.

### What is a transitional independent living plan?

It's a plan for how you will get the skills and help you need to be able to live on your own. Your social worker must give you information about and the opportunity to participate in the independent living plan.<sup>60</sup> See the section called ***Independent Living and Transitional Housing*** for more details.

### Can I see my case plan?

Yes, if you are over 12, you have a right to review the plan, sign it, and receive a copy.<sup>61</sup> Every child has a right to be involved in the development of his or her case plan (as age appropriate).<sup>62</sup> The case plan is a part of the court record of each hearing, so you can get a report of its contents at each hearing.<sup>63</sup>

## TYPES OF PLACEMENTS

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### Where will I be sent to live if I am placed in out-of-home care?

There are several different types of placements where you may be sent, depending on the circumstances of your case. A *foster home* is a family setting, where you live with foster parents and up to 5 other foster children. A *group home* is a residence where you live with more children. Most group homes have paid staff that usually does not live there. Services are provided to you in a group setting, though group homes should be as family-like as possible. *Kinship care* is a placement in the home of a relative or in the home of a non-related extended family member, someone you know well, but is not a blood relative. The court will try and place you in kinship care when possible.

### What is "custody"?

"Legal" custody is the right and responsibility to make the decisions relating to your health, education, and welfare.

"Physical" custody means the place you live and who is directly supervising you.

### How does the social service agency get legal custody?

There are two ways the state social service agency can get legal custody of you:

- voluntary placement<sup>64</sup>
- court placement<sup>65</sup>

A *voluntary placement* is when parents agree to let the social service agency take care of their child.

A *court placement* is when the social service agency asks the court for custody of a child because the child has been abused or neglected.

See the section of this booklet on ***Role of the Courts*** to get more information on the court process.

### Who makes the decision where I will go to live?

The social worker usually decides.<sup>66</sup> For example, a social worker decides which foster home to send you to or whether you should live in a group home. A judge can overrule the social worker and decide that you should live with a relative. A judge may also decide that your placement is not appropriate and order the social worker to find a new placement for you. See the section on ***Out-of-Home Care***

## **SURVIVING THE SYSTEM**

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- TELEPHONE CALLS
- VISITATION
- HEALTH CARE
- PREGNANCY
- EDUCATION
- RELIGION
- IMMIGRANT STATUS
- LESBIAN, GAY, TRANSGENDER, QUEER AND QUESTIONING (LGBTQ) YOUTH
- CONFIDENTIALITY AND YOUR RECORDS
- DRIVING

## TELEPHONE CALLS

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### **Can I make phone calls or have other people call me when I am in foster care?**

Yes. You have the right to make and receive telephone calls while you are in foster care, no matter which kind of placement you live in.<sup>67</sup> You can call or get calls from anyone you want - unless the court says that there should be limits on who you can talk to.<sup>68</sup> If the court says there are people you cannot talk to, the court or your social worker must tell your caregiver (group home, foster parent, relative) about it in writing.<sup>69</sup>

### **Can I make and get calls right away when I get placed in a new shelter or group home?**

Yes. Just because you are new to a placement does NOT mean that they are allowed to restrict your calls.<sup>70</sup> Again, only the court can limit your right to make phone calls (and your placement can enforce the court's decision).

### **Can my caregiver listen when I'm on the phone?**

No. You have the right to make and get *confidential* phone calls.<sup>71</sup> That means no one can listen in to your calls. That also means that you should be able to make or take a call somewhere where there is privacy and no one else (other youth, staff or adults) is listening to your end of the conversation.

### **Can my caregiver punish me by taking away my right to use the phone?**

You can always make calls if there is a real emergency. Also, there are certain people you must ALWAYS be allowed to call (you might have to wait your turn, but you must then be allowed to call). These people include: your lawyer, your social worker or probation officer, your Court Appointed Special Advocate, your family members, the Ombudsman's office and Community Care Licensing. Your caregiver can temporarily take away your right to talk to other people (besides everyone in the last sentence) as punishment or to make sure that everyone has an equal chance to make calls.<sup>72</sup>

### **Can my social worker or caregiver decide that I'm only allowed to talk to certain people on the phone?**

Again, only the court can make that decision. If your social worker is doing what the judge ordered, she or he can place limits on your phone use. But your social worker or caregiver cannot make a list of people you can and cannot talk unless there is a court order about it.

### **Can my caregiver make me pay for my phone calls?**

You cannot be forced to pay for calls to anyone you have the right to call including your lawyer, your social worker or probation officer, your Court Appointed Special Advocate, your family members, the Ombudsman's office and Community Care Licensing.<sup>73</sup> You also cannot be forced to pay for local telephone calls.<sup>74</sup> This means that you should have access to a free phone. Your caregiver can ask you to pay for long distance calls though. If you don't pay them back, they can take away your right to talk on the phone long distance to anyone except your lawyer, your social worker or probation officer, your Court Appointed Special Advocate, your family members, the Ombudsman's office and Community Care Licensing (remember, you can ALWAYS call these people)<sup>75</sup>

## VISITATION

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### **How often should my social worker visit?**

Usually once a month. In the first month of placement, your social worker should visit at least three times.<sup>76</sup> If you're in a long-term, stable placement, visits can be less frequent, but your social worker should always visit at least once every two months.<sup>77</sup> If you're in a group home, your social worker must visit you every month.<sup>78</sup> If you ask to see your social worker, he or she must come to see you.

### **Can I visit my parents, grandparents and other relatives when I am in out-of-home placement?**

Yes. You have a right to visit with your parents<sup>79</sup> and grandparents<sup>80</sup> unless there is some reason why it is not in your best interests. Your case plan spells out a visitation plan for visits that may include parents,<sup>81</sup> grandparents, siblings,<sup>82</sup> and other important family members. The judge can order visitation for anyone who has an interest in your welfare.

### **I'm in a different placement than my brother/sister. Can we visit each other?**

Yes. The placing agency (your social worker) must allow you to keep contact with siblings as much as possible, unless the court decides it is against the best interests of you or your brother or sister.<sup>83</sup> Your case plan should specifically set out visitation arrangements for you and your siblings.<sup>84</sup>

### **What if I would like to change the arrangement for visiting with my family?**

Talk with your attorney and social worker. At the next hearing, tell the judge how you feel. You can also petition the court yourself to modify your visitation plan. See the section of this booklet called ***Role of the Courts***.

## HEALTH CARE

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### Do I have a right to health care?

Yes. You have a right to basic health care, which includes medical, dental, vision and mental health services.<sup>85</sup>

### Who can I talk to if I want to see a doctor or nurse?

Talk with your care provider (foster parent, guardian or a group home staff member). If there is a problem talking to your care provider, you can also talk with your social worker, probation officer or attorney.

### Do I need an adult's permission for all health care services?

No. Although your parent, caregiver or the court must give permission for you to get most of your health care services, you can give permission for and confidentially receive certain "sensitive health care services". (See question below for definition of sensitive health care services.)

### What are sensitive health care services?

Sensitive services are the specific health care services described below that the law allows you to make decisions about because it is more important for you to get treatment than not get treatment because you may be afraid or embarrassed to get permission from your parent or caregiver.

You do not need an adult's permission for any medical services that have to do with preventing or treating pregnancy, including getting birth control or an abortion or having a baby.<sup>86</sup> See the section on **Pregnancy**

You also do not need an adult's permission if you are 12 years old or older and the services are related to treatment of:

- sexually transmitted diseases(STD's), HIV/AIDS, hepatitis, tuberculosis and other serious infectious, contagious, or communicable diseases<sup>87</sup> ;
  - drug or alcohol use;<sup>88</sup>
  - rape<sup>89</sup> or sexual assault;<sup>90</sup>
- or**
- mental health conditions, but only for outpatient counseling services and only if a doctor finds that you are mature enough to make the decision and you present a danger to yourself or others without the treatment.<sup>91</sup>

To find services for anything talked about above, you can talk to a nurse at the Teenage Health Resource Line at (888) 711-TEEN. You can also call the California Youth Crisis Line at (800) 843-5200. Both lines are confidential, so no one else will find out what you talked about

**Do I ever have to take medications?**

You have the right to say no to all medications and chemical substances that are not authorized by a doctor.<sup>92</sup>

**What if I do not want to take medication that has been prescribed by the doctor?**

If you do not like the way a medication makes you feel or if you think that it's not the right kind of medicine for you, try talking to your caregiver or doctor first. If this does not work, try talking to your social worker or lawyer. The Court has the power to decide who can make medical decisions in your life.<sup>93</sup>

**How is my health care paid for?**

When you are first placed in a foster home, kinship care, or a group home placement, you should be automatically enrolled in Medi-Cal or your county's substitute health insurance program. Your health care needs will be paid for through one of these two programs and you will not need to pay for any services as long as you are in, or covered by, the foster care system in California.

**Can I still get Medi-Cal when I leave foster care when I turn 18?**

If you are in the foster care system when you turn 18, you can continue to use Medi-Cal until you turn 21.<sup>94</sup> See the section called *Transitional Medi-Cal*.

## **PREGNANCY**

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### **What if I become pregnant while in out-of-home care?**

If you become pregnant while in foster care, the decision of whether to keep the baby, put the baby up for adoption or have an abortion is entirely up to you. You have the same right as other teens to get advice on birth control, family planning and pregnancy tests without the consent of anyone else.<sup>95</sup>

### **Do I need my parents' permission to put the baby up for adoption?**

No. Voluntary adoption, however, requires the consent of both parents of the new baby.<sup>96</sup>

### **If I have the baby while in out-of-home care, will the state take it away from me?**

If you give birth while in out-of-home care, your baby will not automatically be taken away from you. You and the baby should be kept together in as family-like a setting as possible. If possible, you and the child should get access to services to help support you and the baby.<sup>97</sup> The child welfare agency may take your baby away if it believes that the baby has been abused or neglected, or is at risk of abuse or neglect.<sup>98</sup> If the child welfare agency does take away your baby, it must give you notice of why it took away your baby, how the court process works to decide whether the agency should have taken your baby and what your rights are to try to get your baby back.<sup>99</sup> The court must give you a lawyer to help you fight to get your baby back through the court.<sup>100</sup>

### **What is a "whole family foster home"?**

A "whole family foster home" is a family home specifically trained to help you develop positive parenting skills.<sup>101</sup> Whenever possible, you should be placed in a whole family foster home with your baby.

### **What is a "shared responsibility plan"?**

A "shared responsibility plan" is an agreement made between you, your caregiver, and the child welfare agency or the probation department.<sup>102</sup> The plan should be created as soon as possible, but not later than 30 days after your placement.<sup>103</sup>

The purpose of the plan is to help keep you and your baby as a family, to help you learn how to be a good parent, and to help prevent any arguments or misunderstandings between you and your caregiver.<sup>104</sup>

Things that should be included in the shared responsibility plan are: feeding, clothing, hygiene, health care, discipline, and sleeping arrangements.<sup>105</sup>

When the plan is finished, a copy must be given to you, your attorney, your caregiver, and the child welfare agency/probation department.<sup>106</sup> After this is done, your caregiver's monthly payment will increase by \$200 per month for the extra care and supervision of your baby.<sup>107</sup>

**If I become pregnant and I want an abortion, how do I get one?**

If you become pregnant, Medi-Cal will cover your abortion if you want one. An abortion is considered a sensitive service that you can get without the permission of a parent, guardian, caregiver or the court, and it will be provided to you at no cost. See the section on **Healthcare**.

**Can my parents or boyfriend make me have an abortion or keep me from having one?**

No. It is your choice alone. If you need someone to talk to about this important decision, call 1-800-230-PLAN to get in touch with a Planned Parenthood counselor in your area.

**Will my foster care provider receive extra money to help care for my baby?**

If your baby is living with you in a foster care placement, your foster care provider will receive additional foster care funding to cover the basic care and supervision of your baby.<sup>108</sup>

## EDUCATION

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### **Do I have a right to go to school?**

Yes.<sup>109</sup> You have a right and a responsibility to go to school. You also have a right to the same school resources, services and extracurricular activities as other students in your school.<sup>110</sup>

### **Who can make educational decisions for me?**

Your parents (or legal guardian) keep the right to make educational decisions for you unless the juvenile court specifically limits their right to make educational decisions or terminates all of their parental rights. Whenever the juvenile court limits the right of a parent to make educational decisions, the court must choose a responsible adult to make educational decisions for you. If you are a student receiving special education services and the court can't find a responsible adult to make educational decisions for you, it will ask your school district to appoint a surrogate parent.<sup>111</sup> However, the court and the school may not choose your social worker, probation officer or someone who works for your current group home placement or school to make educational decisions for you.<sup>112</sup> If the court cannot find a responsible adult to make educational decisions for you, the court may make those decisions for you.<sup>113</sup>

### **Can my foster parents make educational decisions for me?**

When the court is deciding on a responsible adult, or the school district is deciding on a surrogate parent, they will probably choose your foster parent, relative caregiver, or court appointed special advocate (CASA). If the school district can't find a surrogate parent for you out of the possibilities above, then it can pick someone of its own choice.<sup>114</sup> The court will also consider other adults in your life like relatives, family friends, or mentors willing to make those decisions for you.

### **Do I have to go to certain schools because I am in out-of-home care?**

You have a right to go to a public school in the district you are living, unless either your Individualized Education Program (IEP) or the person responsible for making educational decisions for you says differently.<sup>115</sup>

### **Do I have to change schools if my placement changes?**

If your placement changes, you have the right to stay in your school for the rest of the school year if it is in your best interest, even when your living arrangement changes.<sup>116</sup> Where you go to school is a decision that should be made by you, the person in charge of your educational decisions, and the school district's foster care liaison. If there is a disagreement among you, you have a right to stay in the same school until the disagreement is resolved.<sup>117</sup>

### **If I change schools, can my new school make me wait for any reason to enroll?**

No. You have a right to be immediately enrolled in your new school, *even if:*

- the school has not yet received your proof of residency or immunization, health or academic records,
  - you do not have your school uniform yet,
- and/or**

- you still owe fines at your old school.<sup>118</sup>

### **Will I lose credits for the work I did at my old school if I change schools?**

The school you transfer to must give you full or partial credit for work you completed. Your old school is responsible for providing to your new school a record of your grades, classes taken, attendance and any credits earned.<sup>119</sup>

Once it has been decided that you are going to change schools, your case worker or probation officer will notify your old school of your last day of attendance and ask them to figure out your class credits and grades.<sup>120</sup> Within two business days of being notified, your old school must send your new school your information, including your grades, classes you've taken, immunization records, and your special education plan (if you have one).<sup>121</sup>

### **Can schools punish me or lower my grades for absences?**

It depends on the reason you were absent. A school cannot punish you or lower your grades for absences because of a:

- school transfer
  - foster care placement change
  - court appearance
- or**
- court ordered activity.<sup>122</sup>

If you were sick, attended a funeral of a family member, or had a dental or medical appointment, including an appointment for a sensitive health service that does not require an adult's permission (see the section on **Health Care**), the school must excuse your absence. The school must give you a reasonable amount of time to complete any work you missed for any excused absence and the school must give you full credit for work if you successfully complete it.<sup>123</sup>

Just be sure to bring your school a note from your caregiver, social worker, probation officer, the court or your doctor excusing your absence.

## RELIGION

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**Can my foster parents or group home make me go to a church, temple, or mosque?**

No. You do not have to attend religious services that you do not wish to.<sup>124</sup>

**Can my foster parents or group home keep me from going to my church, temple, or mosque?**

No. You have a right to attend religious services of your choice. Your foster parents or group home must help you to arrange transportation to and from your place of worship provided it is within a reasonable distance. The only other way you can be prevented from attending religious services is if there is a very strong reason for not allowing you to go. Foster parents, for example, can refuse to take you to services if you seriously misbehaved on a prior occasion. They cannot, however, refuse to take you to services simply because they don't want to. Your social worker is supposed to help match you to foster care providers who will understand your religious needs.<sup>125</sup>

## IMMIGRANT STATUS

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### **Can I be denied services while I'm in a foster home or group home placement just because I'm an immigrant?**

No. You must have fair and equal access to all available services and you may not be discriminated against or harassed just because you are an immigrant.<sup>126</sup>

### **If I'm undocumented, can I get a green card because I've been placed in a kin, foster or group home placement?**

Maybe. Children who have been abused, neglected, or abandoned and are eligible for placement in long-term foster care because they cannot be reunified with their parents may be eligible for a green card by applying for Special Immigrant Juvenile Status (SIJS).

### **What is Special Immigrant Juvenile Status (SIJS)?**

SIJS makes it possible for dependents and wards of the juvenile court to become a permanent resident of the United States (i.e. get a green card).<sup>127</sup> To get the full benefits of this status, you must also apply for Permanent Resident Status.

If your application for SIJS and Permanent Resident Status are approved, you can stay in the United States permanently, work here, qualify for in-state tuition at colleges, and apply for US citizenship in five years.

### **Can I apply for SIJS?**

To apply for SIJS, these things **must** be true:

- you are under 21;<sup>128</sup>
  - you are not married;<sup>129</sup>
  - you have been declared a dependent of the juvenile court or have been placed in out-of-home care by the juvenile court<sup>130</sup> and remain under juvenile court jurisdiction;<sup>131</sup>
  - your juvenile court judge has decided you are eligible for long term foster care,<sup>132</sup> and that parental reunification is not possible;<sup>133</sup>
  - the judge's decision regarding your eligibility for long term foster care was because of a specific finding of abuse, neglect or abandonment;<sup>134</sup>
  - the judge has decided it is in your best interest not to be returned to your home country;<sup>135</sup>
- and**
- the juvenile court judge has signed an order confirming all of the above.

### **Are there risks when applying for SIJS?**

Yes. A SIJS application alerts the immigration authorities that you or your family are not lawfully in this country and may cause the government to try to remove (deport) you from the United States if your application is denied.

**What sorts of things could cause my Permanent Resident Status application to be denied?**

Even if you meet the beginning application requirements, your application could be denied for other reasons, including if you have a record with drugs or crime, are HIV positive, or have been deported before. If you fall into any of these categories, your application could be much more risky and you should talk to an experienced immigration lawyer before you apply.

**Are there any other ways to get my green card?**

Yes, there are several. You might be able to have your parent, adoptive parent or stepparent apply for you if they are a US citizen even if you don't live with them. You might also qualify for something called temporary protected status if you are from a country that is in a civil war or where a natural disaster happened. To figure out your options, you should talk to a lawyer with experience in immigration issues.

**How can I get help with Immigration issues?**

Start by asking your social worker, CASA, probation officer or care provider to help you find someone with experience in immigration issues to assist you. You should also talk to the lawyer assigned to your juvenile court case and ask for help with the process. If your juvenile court lawyer does not know about these issues, he or she should help you find someone who does. If your lawyer is unfamiliar with SIJS or other immigration issues and resources, he or she can contact:

**Immigrant Legal Resource Center—(415) 255-9499**

**Pacific Juvenile Defenders Center—(415) 863-3762 ext. 314**

## **LESBIAN, GAY, BISEXUAL, TRANSGENDER, QUEER AND QUESTIONING (LGBTQ) YOUTH**

The Foster Care Nondiscrimination Act, A.B. 458 (2003-2004), makes it illegal to harass or discriminate against youth and adults in the California foster care system because they are LGBTQ, or because someone thinks that they are.<sup>136</sup> This means that no one should harass or hurt you because of your sexual orientation, gender identity, sex or HIV status. If you have been harassed or discriminated against in the foster care system, you can file a complaint with CCL (Community Care Licensing), contact the state or your local Foster Care Ombudsman and/or talk to your lawyer or social worker. (See, the "Complaints" section on page 3.) If you need help or have questions about discrimination, you can also call the National Center for Lesbian Rights (they'll help even if you are not a lesbian) at 1-800-528-6257.

### **What if my foster parents or caregivers won't accept me or if they treat me differently because I'm an LGBTQ youth?**

If your foster parents will not accept your gender identity or sexual orientation and you feel unsafe, you should be allowed to move to another placement. You also have the right to get the same services, care, placement, treatment, and benefits as all foster youth. You can't be treated differently because of your sexual orientation, gender identity, sex, or HIV+ status. For example, if other youth in your group home can date – you cannot be prevented from dating simply because your sexual orientation is different from theirs.

## **CONFIDENTIALITY AND YOUR RECORDS**

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### **Who can look at my records or get information about my case?**

Only those people directly involved in your case. Also, the social worker can share information with those people who need it in order to take care of you.<sup>137</sup> For example, your social worker could tell your foster parents or group home staff about your medical history so they can make sure that you get the care you need. But your social worker shouldn't tell anyone who doesn't need to know that information.

If you want others to look at your records, you can give your consent, or permission. In some cases, you might also have to get the consent of your parents, guardian, social worker, probation officer, or the juvenile court to release the information.

### **Can I look at my school records?**

Yes. If you're under 16, you need the permission of your parents, case worker, or a judge. After you turn 16 or finish the 10th grade, you can look at them yourself.<sup>138</sup> Ask a guidance counselor or principal about what you need to do.

### **Can I look at court records?**

Yes. You have the right to look at your court records.<sup>139</sup> You do not have a clear right to look at the records kept by your foster parents or group home. However, your attorney or "authorized representative" (anyone who has legal authority to act on your behalf) has access to those records.<sup>140</sup> Ask your social worker or probation officer.

(Also see section on "Access to and Sealing of Records" below.)

## DRIVING

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### **When can I get a driver's license?**

You may get a learner's permit, which allows you to drive with a driver who is at least 25 years old, when you turn 15-1/2 years old<sup>141</sup>. You may be eligible for a provisional license after you have held a learner's permit for at least 6 months, completed 50 hours of supervised driving, including 10 at night, and completed driver's education and training.<sup>142</sup> Your provisional license becomes a full license when you turn 18 years old if you have no outstanding Department of Motor Vehicles suspensions or court ordered restrictions.

### **What are the requirements of a provisional license?**

For the first 12 months (or until you turn 18) you may not have a passenger in your car who is under the age of 20 years old unless you also have a licensed driver who is at least 25 years old in the car as well. For the first 12 months (or until you turn 18), you may not drive between 11:00 p.m. and 5:00 a.m. unless a licensed driver who is at least 25 years of age is in the car. There are exceptions to this restriction when reasonable transportation facilities are inadequate and the operation of the vehicle becomes necessary due to immediate family, employment, medical, and school needs. Licensees must carry a statement from the appropriate school official, employer, doctor, or parent/ guardian while driving.<sup>143</sup>

### **How do I get a driver's license?**

The rules differ depending on your age. Once you turn 18, you can simply apply at the Department of Motor Vehicles (DMV), which is listed in the phone book's government section. If you want a license before you turn 18, you'll have to apply for a learner's permit and get your guardian or biological parent to sign a form. You can also get the signature of a grandparent, adult sibling, aunt, uncle, or a foster parent who is living with you. It is their choice if they want to sign for you. The person who signs will be responsible for damages if you have an accident. In some cases, out-of-home care providers are not permitted by the county or their own rules to sign for you. There is no right to have a license. (See the section on **Getting a Learner's Permit for Driving if You're Under 18**)

### **What if I can't get a parent, guardian, relative, or foster parent to sign for my driver's license?**

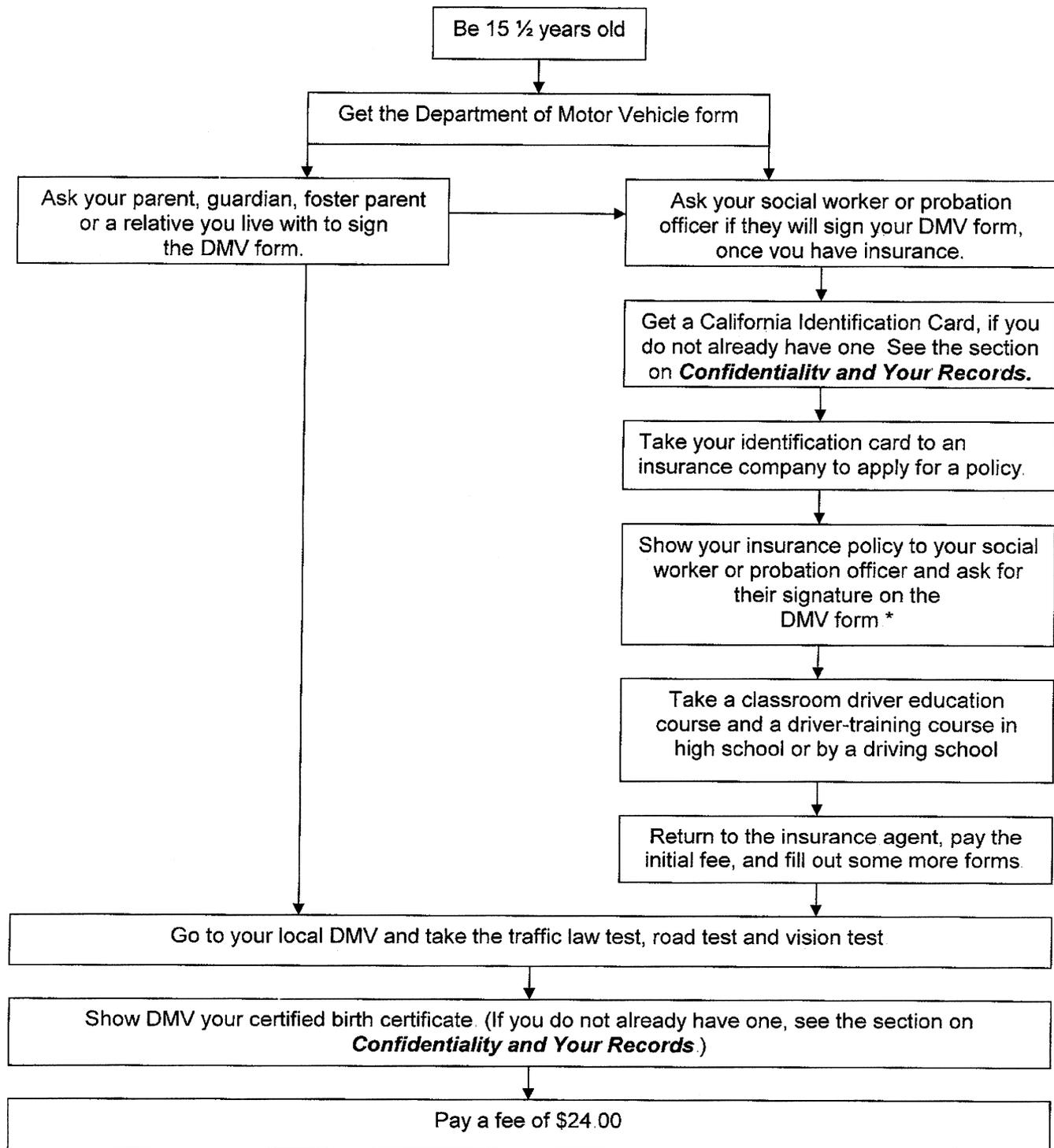
If no one will sign, you can get your probation officer or social worker to sign. They'll tell your foster parents that they're signing for you.<sup>144</sup> But to have your probation officer or social worker sign, you must have auto insurance -- *before you can get a license*. The probation officer, social worker, or county agency will not be responsible for damages from any accident.

### **How do I get auto insurance?**

If you have a parent, guardian, relative, or foster parent sign for your license, his or her insurance should cover you. The person who signs should talk to his or her insurance agent to make sure that you are covered under his or her insurance policy.

If you have your social worker or probation officer sign, the easiest way to get insurance is by calling the California Automobile Assigned Risk Plan toll free at 1-800-622-0954. Beware! Getting insurance is very expensive, often with a large up-front charge.

## GETTING A LEARNER'S PERMIT FOR DRIVING IF YOU'RE UNDER 18



\* Remember, if your probation officer or social worker signed your DMV form, you need to be extra sure to keep your insurance payments up to date. The insurance company will terminate your policy if you're late in paying. If it does, it will tell the DMV, which will take away your license.

## **PREPARING TO LEAVE THE SYSTEM**



- PREPARATION BY YOUR SOCIAL WORKER
- INDEPENDENT LIVING AND TRANSITIONAL HOUSING
- MONEY AND JOBS

## PREPARATION BY YOUR SOCIAL WORKER

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### What is supposed to happen before I leave foster care?

The court should have a final hearing to talk about closing your foster care case. You should be told about the hearing and allowed to attend.<sup>145</sup> Before the hearing, your social worker must make sure you have<sup>146</sup>:

- Written information about your case, including your family history and placement history, and the location(s) of your siblings if they are in foster care and the court doesn't prevent you from knowing for a good reason;
- Your birth certificate, social security card, identification card, death certificate of your parent(s) if they died and proof of citizenship or residence;
- Help applying for continued Medi-Cal or other health insurance;
- A referral to transitional housing if it's available or help getting another place to live;
- Help getting a job or finding another way to earn money;
- Help applying to college or vocational training and getting financial aid; and
- Assistance to make sure you can keep relationships with people who are important to you if it is in your best interest, or good for you.

If any of these things have not happened and the judge thinks that is harmful to you, the court can keep your case open until all of these things are offered to you.<sup>147</sup> But if your social worker cannot find you or you refuse these services, the court can still close your case.

## INDEPENDENT LIVING AND TRANSITIONAL HOUSING

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### What is an Independent Living Skills Program or ILSP?

This is a program to help you develop the skills you need to be on your own. It is offered to youth 16 years old and older. The program must be described in a *written transitional independent living plan (ILP)*,<sup>148</sup> which is part of your case plan. The ILP, designed by your social worker, should be appropriate for your age and abilities. Employment must be a part of the plan unless physical or mental difficulty makes it inappropriate.<sup>149</sup> The reasons must be in the case plan.

Many counties also offer special group programs to help encourage independent living skills. These should be available to every youth in foster care, age 16 and older, who wants to participate.

These Independent Living Programs are a great way to meet with other youth in out-of-home care who are in situations similar to your own. They also will help you prepare and apply for college, including letting you know about special financial aid programs available for students who were in out-of-home care. These programs will also help you find, interview for, and stay in a job.

### Who is eligible for these Independent Living Programs?

Anybody who is 16 or over can attend ILSP events. Some counties allow younger children to participate. Ask your social worker about it.

### What is transitional housing?

It is a type of placement that's available to youth 16 to 18 years old who are in Independent Living Programs.<sup>150</sup> There are three different kinds of transitional housing. You can:

- live with an adult in an apartment,
- live in your own apartment, with a supervising adult who lives in the building, or
- live in your own apartment with supervision by the Department.

So far, it's available in only a few counties in California, but should be available to more youth soon. For more information on what counties provide transitional housing talk to your social worker or you can visit: [http://www.childsworld.ca.gov/transition\\_342.htm](http://www.childsworld.ca.gov/transition_342.htm).

*See the "Transitional Housing Program Plus" section below for information on transitional housing available in some counties for youth age 18 to 24 who are no longer in foster care*

## **MONEY AND JOBS**

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### **Do I have a right to an allowance or money for clothing?**

If you are in a group home, you have a clear right to an allowance unless your case plan says that you shouldn't receive it.<sup>151</sup> There is not, however, a clear right to an allowance for youth in foster homes. Your group home or foster home can keep your money in a safe place for you so long as you have access to it.<sup>152</sup>

### **When can I get a job?**

You can legally start a job when you turn 16, and even sooner in special cases. There are restrictions on the number of hours you can work per day and per week and the type of work you can do. Ask your Independent Living Skills Program (ILSP) worker or school about how to find a job and get a work permit.

### **Can my foster parents or group home keep me from working?**

Yes, but they must have a good reason. The reason must be in your case plan if you are 16 or older. If you are able to work responsibly, your group home or foster home should cooperate in your employment.<sup>153</sup>

### **Will I need an ID or a social security card to get a job?**

Yes. You will probably need both. Employers will need to see official identification proving who you are and that you have a social security number. Such identification may include a U.S. passport, driver's license, California identification card, Naturalization papers, etc. Even if a job does not require these, it is always a good idea to have a copy of your social security card and a picture ID. You should keep these in separate locations whenever possible, so that if you lose one, you still have the other.

### **How do I get a social security card?**

You probably already have a social security number assigned to you and you just need a copy of your card. First check to see if your social worker already has a social security card for you in your case file. You can also just go to a local social security office to get a card. To find the nearest office, look in the phone book or on the internet at: <https://s044a90.ssa.gov/apps6z/FOLO/fo001.jsp>. You will need to fill out a form, prove who you are and that you are a U.S. citizen or are here legally. Replacing your social security card does not cost anything.

### **What if somebody else already has my birth certificate or social security card and I can't get it from that person?**

You can get another copy of either. There's no law against having several copies. To obtain a certified copy of your birth certificate, you should first check with your social worker. He or she should have a copy. If he or she does not have a copy, call the vital statistics office in your birth state for instructions on how to request one. Each state is a little different, so make sure you understand what they need. It may take a few weeks, unless you go in person. It usually costs \$10 - \$20. If you were born in California, the number is (916) 445-2684, and the fee is \$15.00.

### **What is a California identification (ID) card?**

A California ID card is a card issued by the State of California. ID cards look like driver's licenses, but are used for identification purposes only. An ID card is valid for six years.

### **How do I get a California identification (ID) card?**

To get a California ID card, you will have to visit a local Department of Motor Vehicles (DMV) office. At the DMV, you will have to do the following:

- Complete an application form DL 44. (An original DL 44 form must be submitted. Copies will not be accepted.)
- Give a thumb print.
- Have your picture taken.
- Provide your social security number. It will be verified with the Social Security Administration while you are in the office.
- Verify your birth date and legal presence. You may use any number of documents to prove this, such as your California driver license, passport, birth certificate or Permanent Resident Card.
- Pay the application fee. (\$21)

(More information about obtaining an ID card can be found at [http://www.dmv.ca.gov/dl/dl\\_info.htm#idcard](http://www.dmv.ca.gov/dl/dl_info.htm#idcard).)

### **What if I don't have a social security number?**

If you are legally in the United States, but cannot get a social security number, you do not need to provide a social security number at the DMV. However, you will need to provide a legal document which proves your birth date and legal presence.

### **If I have a juvenile record, will my employer be able to get this information?**

If your juvenile record has been sealed, your employer should not be able to get information that was in it unless you give it to him or give him permission to see it. See the section called ***Access to and Sealing of Records*** for more information.

### **Is there a limit on how much I can save?**

Yes. Any savings that you plan to use to prepare to leave or when you leave foster care may not exceed \$10,000 including interest. This type of savings account is called an emancipation account. The government may not make you use any of your savings in this account to help pay for your foster care placement.<sup>154</sup>

You may also save money in a different account than your emancipation account. However, any money over \$1,000 that is placed in this account may be used by the government to help pay for your foster care placement.

**What is an emancipation account?**

The emancipation account is an ordinary bank account that you open, or any adult opens on your behalf, for the specific purpose of saving money that you earn through a job, participation in an ILSP program, or any other source detailed in your written transitional independent living plan to help you make it on your own when you leave the system.

**How do I set up an emancipation account?**

Your ILSP worker will help you with this. You can set up an emancipation account by opening, or having an adult open an account in your name with a bank or savings and loan institution that is insured. This account should be separate from any account you keep for basic spending money. The money that you deposit in this account must be from work or other sources that are part of your written independent living transitional plan. The money in this account must be used for purposes related to the goal of emancipation or when you leave foster care. If you need to withdraw money from this account while you are still in foster care, your social worker must agree in writing that the reason you need to withdraw the money is related to the goal of emancipation and place the written approval of the withdrawal in your case file.

## LEAVING THE SYSTEM

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- EMANCIPATION
- TRANSITIONAL MEDI-CAL
- TRANSITIONAL HOUSING PROGRAM PLUS (THP+)
- ACCESS TO AND SEALING OF RECORDS

## EMANCIPATION

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### What does "emancipation" mean?

It means being free from the custody and control of your parents, guardians, the social service agency and the juvenile court. Legally, when you turn 18, or reach the age of "majority," you become an adult under the law. This means that you can vote, enter into contracts, get married and have certain other rights and responsibilities. Sometimes, however, the court will keep jurisdiction over your case and the court will still be involved in your life after you turn 18.

### Do I have to leave foster care when I turn 18?

Juvenile courts in California are allowed to keep your case open until you turn 21, but they are not required to.<sup>155</sup> In some counties, almost all youth leave the system when they turn 18, or maybe 19 if they are still working toward a high school degree, GED or vocational certificate.<sup>156</sup> There are some things that need to happen in every county before the court can terminate jurisdiction and "emancipate" you from foster care.

### Will I still get health insurance when I leave foster care?

If you are in foster care when you turn 18, you can continue to use Medi-Cal until you turn 21. (See the *Transitional Medi-Cal* section of this booklet).

### Can I get emancipated before I turn 18?

You can be emancipated under 18 if you get married or join the armed services – with the consent of your parent(s) or guardian(s) and the court.<sup>157</sup> You can also be emancipated by a judge<sup>158</sup>; but you won't qualify for emancipation by a judge if you are living in a group home, foster home, temporary shelter or living in any other situation where someone else supports you.

To be emancipated by a judge before you turn 18, you must be at least 14, living independently and managing your own finances, including having a legal source of income and managing your own finances and paying for things like food, clothing and housing. Even if you meet the basic requirements, a judge may refuse to declare you emancipated if it is "contrary to your best interest," or in other words, not good for you.

### Is emancipation my best option before I turn 18?

Emancipation is not for everyone. Very few youth meet the requirements before reaching the age of 18. Plus, emancipation may not be necessary to get the things you need. If, for example, you need a different living situation, it may be a better option to try to get your placement changed or a different living arrangement approved by the court. (See *Types of Placements, Independent Living* and *Role of the Courts* sections in this booklet.) You already have the right to get counseling and treatment for things like contraception, sexually transmitted diseases, pregnancy-related treatment, and drug and alcohol abuse treatment without notice to or the consent of adult. Emancipation is a serious step and should be considered carefully. Even after you're emancipated, you'll still be treated as a minor in some ways. Emancipation won't let you drive before the age of 16.<sup>159</sup> It also doesn't change the rules about statutory rape. Until you turn 18, you'll still need parental or court permission to get married.<sup>160</sup> You still won't be able to drink<sup>161</sup> or smoke.<sup>162</sup> You also won't be able to vote.<sup>163</sup>

## TRANSITIONAL MEDI-CAL

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### **Can I still get Medi-Cal when I leave foster care when I turn 18?**

If you are in the foster care system when you turn 18, you can continue to use Medi-Cal until you turn 21.<sup>164</sup> To receive these benefits you must keep living in California and make sure your social worker and Medi-Cal office know:

- your current address,
- if you want to continue under Medi-Cal, and
- if you will be getting any other health insurance.

This type of Medi-Cal does not depend on how much money you have or what type of living arrangement you live in once you leave foster care. You will have to go through the review process once a year and show that you are still under 21, living in California, and want to continue receiving Medi-Cal.

If you are going to turn 18 soon and leave the foster care system, but no one has talked to you to find these things out, call your social worker or call your county's Medi-Cal eligibility worker to set up an appointment.<sup>165</sup>

This extension of Medi-Cal does not apply to you if you are in the Kin-GAP program, an undocumented immigrant, or in a residential treatment facility. You are not disqualified if you are on probation, though.<sup>166</sup>

## TRANSITIONAL HOUSING PROGRAM PLUS (THP+)

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### What is the Transitional Housing Program Plus (THP+)?

THP+ is a program designed to help you live on your own once you have left foster care by helping you with housing and other services.<sup>167</sup> The THP+ program is run by local county governments.<sup>168</sup>

### Who is eligible for THP+?

You are eligible for THP+ if:

- you are between the ages of 18 and 24,<sup>169</sup> and
- you have emancipated out of foster care in a county that has chosen to participate in the THP+ program. Sometimes counties will offer THP+ to youth that emancipated from foster care in a different county, but are now living in their county.<sup>170</sup>

### How long can I get THP+ Services for?

You cannot receive THP+ services for more than 24 months. You also cannot receive THP+ if you are over the age of 23.

### Does it cost anything to stay in THP+ housing?

This depends on the program. You will need to check with the individual program to find out how much it costs. You may be charged monthly rent, but the cost is regulated by California law.<sup>171</sup>

### Does every county have a THP+ program?

Unfortunately, no. Counties choose whether or not to participate in the THP+ program. To find out if your county participates in the THP+ program, you can contact a transitional housing coordinator in your county. See the section of this booklet called **Useful Resources** for more information.

## ACCESS TO AND SEALING OF RECORDS

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### Can I get my juvenile court record sealed?

Yes. You can seal your records if you are a dependent (300), status offender (601), or delinquent (602). You can get them sealed:

- five years after your last juvenile court contact. That means five years after the juvenile court jurisdiction ended or the first time you were ordered to appear before your probation officer, whichever is later.
- or
- after you turn 18,
- but,
- if you've committed certain serious crimes, you will not be able to seal your records.<sup>172</sup>

Because of time limits on destruction of records, it may not be worthwhile to seal Section 300 records (See the chart on the next page)

For more information about sealing your records, see the *Useful Resources* section of this booklet.

### How do I get my juvenile court records sealed?

Your records won't be sealed automatically. *You* must do something to get them sealed. All that's usually necessary is for you to call the probation department of the county you went to court in. They'll tell you what you need to do to seal your record.

### What will I have to do when I get them sealed?

An official will interview you. Be sure to give them a list of all agencies and counties you've had contact with -- that you can remember. The official will ask you questions about any criminal activity since you had contact with the juvenile court, like "have you been arrested?" Be honest - they will run a computer check on the information you give. If your record is "clean," the court will seal your record.

### What can I say to people who ask me if I have a juvenile court record?

After your juvenile court records are sealed, you can *totally deny* having a record. In other words, the law says that you can say that those juvenile offenses never happened. You can also deny having a sealed record. You can even deny being arrested, detained, or having any contact with the juvenile court.<sup>173</sup> This rule is to help you avoid the stigma of having been involved with the juvenile court.

### After my records are sealed, can anyone look at them?

Only with your permission. If you want someone to look at your record, you'll have to ask the court to let it happen.<sup>174</sup> Keep in mind it could take months to seal your whole record. This is the time it takes for the court to call all the agencies with information about you.

**Will the records ever be destroyed?**

Yes. But when they're destroyed depends on whether you had them sealed and what your juvenile court status was.

<b>WHEN RECORDS ARE DESTROYED</b>	
<b>Juvenile Court Status</b>	<b>When Records Are Destroyed</b>
Section 300 Dependent	At age 21, or 5 years after they're sealed, whichever comes first.
Section 601 Status Offender	Sealed records destroyed after 5 years. Unsealed records destroyed at age 28
Section 602 Delinquent	For certain serious crimes, records cannot be destroyed At age 38, for all other records.

## USEFUL RESOURCES

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### Office of the State Foster Care Ombudsman<sup>175</sup> (877) 846-1602

<http://www.dss.cahwnet.gov/ombudsman/fosteryouthhelp@dss.ca.gov>

Contact information for county offices may be found at:

<http://www.fosteryouthhelp.ca.gov/contacts.htm>

#### County Ombudsman Offices

Alameda	(510) 268-2365
Fresno	(559) 253-9450
Kern	(661) 631-6071
Los Angeles (Foster Care/Relative Homes)	(888) 889-9800/ (626) 938-1718
Los Angeles (Group Homes)	(888) 445-1234/ (213) 893-7988
Los Angeles (Emancipation Issues)	(626) 229-3849
Los Angeles (Probation)	(877) 822-3222/ (526) 940-2515
Orange	(714) 245-6015
Riverside	(909) 358-3236/ (909) 358-3134
Sacramento	(916) 875-2000
San Diego	(858) 694-5319
San Francisco	(415) 401-4449
San Mateo	(650) 802-6465/ (650) 595-7663
Santa Clara	(408) 436-7600
Solano	(707) 438-0110

#### Other Offices

Medi-Cal Ombudsman	(888) 452-8609
Medi-Cal Ombudsman (Department of Mental Health)	(800) 896-4042
California Youth Authority (Office of Ombudsperson)	(916) 262-1467

### Community Care Licensing (CCL)

More information on CCL is located at: [http://ccl.dss.cahwnet.gov/res/pdf/childres\\_rolist.pdf](http://ccl.dss.cahwnet.gov/res/pdf/childres_rolist.pdf) and <http://ccl.dss.cahwnet.gov/>

#### Statewide Children's Residential Program Offices

(916) 445-4351 / (310) 665-1940

All Counties

#### Northern California Children's Residential Program Regional Office

(916) 263-4700

Counties: Amador, Calaveras, El Dorado, Nevada, Placer, Sacramento, San Joaquin, Solano, Stanislaus, Tuolumne, Yolo

**Chico Children's Residential Program Local Unit**

(530) 895-5033

Counties: Butte, Colusa, Del Norte, Glenn, Humboldt, Lake, Lassen, Modoc, Plumas, Shasta, Sierra, Siskiyou, Sutter, Tehama, Trinity and Yuba

**Central California Children's Residential Program Regional Office**

(408) 277-1289

Counties: Monterey, San Benito, Santa Clara, Santa Cruz

**Fresno Children's Residential Program Local Unit**

(559) 243-8080

Counties: Alpine, Fresno, Inyo, Kings, Madera, Mariposa, Merced, Mono, Tulare

**Rohnert Park Children's Residential Program Local Unit**

(707) 588-5026

Counties: Marin, Mendocino, Napa, Sonoma

**San Bruno Children's Residential Program Local Unit**

(650) 266-8800

Counties: Alameda, Contra Costa, San Francisco, San Mateo

**Pacific Inland Children's Residential Program Regional Office**

(951) 782-4207

Counties: Riverside, Imperial, and San Bernardino

**Orange County Children's Residential Program Local Unit**

(714) 703-2840

County: Orange

**San Diego Children's Residential Program Local Unit**

(619) 767-2300

Counties: San Diego

**Los Angeles and Tri-Coastal Counties Children's Residential Program Regional Office**

(323) 981-3300

Counties: Los Angeles, Ventura, Kern

**Santa Barbara Children's Residential Program Local Unit**

(805) 682-7647

Counties: San Luis Obispo, Santa Barbara

**Los Angeles Metro and Valley Children's Residential Program Regional Office**

(310) 568-1807

County: Los Angeles

**Woodland Hills Children's Residential Program Local Unit**

(818) 596-4334

County: Los Angeles

## California Youth Crisis Line (24 hours a day)

(800) 843-5200

The Youth Crisis Line can answer questions about:

- food
- health care
- drug treatment
- child care
- where to stay
- where to get legal help

It's confidential. You can also call just to talk.

## California Youth Connection (CYC)

(800) 397-8236

CYC is an organization to help you speak out about the needs of foster youth. CYC was started by foster youth in 1988 to give you a voice about issues that affect you. CYC members work on legislation, speak to the legislature and other policy makers, and work on statewide committees and in their own communities, to improve the foster care system. CYC is youth run and each year youth put on two statewide conference where CYC members from all over California come together to discuss issues. CYC builds leadership skills and gives you a network of current and former foster youth for peer support. You can join CYC at age 14 and remain a member until age 24. Many Independent Living Skills Programs have CYC chapters. To find out if there is one in your county, contact your county Independent Living Program or call the CYC statewide office

## OTHER RESOURCES

To find out about your county's **Independent Living Programs** call the office in your county. More information can be found at: <http://www.childsworld.ca.gov/res/pdf/ILPCC03.pdf>

To find out about your county's **Transitional Housing Programs** call the office in your county. More information can be found at:  
<http://www.childsworld.ca.gov/res/pdf/TransitionalHousingContact.pdf>

For more information about **Sealing Your Records**, you can visit:  
[http://www.youthlaw.org/fileadmin/ncyl/youthlaw/publications/seal\\_access\\_records/Sealing\\_of\\_JuvenileRecords\\_Handout\\_Alameda.pdf](http://www.youthlaw.org/fileadmin/ncyl/youthlaw/publications/seal_access_records/Sealing_of_JuvenileRecords_Handout_Alameda.pdf)

or

[http://www.youthlaw.org/fileadmin/ncyl/youthlaw/publications/seal\\_access\\_records/Sealing\\_JuvenileRecords\\_JD.pdf](http://www.youthlaw.org/fileadmin/ncyl/youthlaw/publications/seal_access_records/Sealing_JuvenileRecords_JD.pdf)

## Other helpful numbers for your county include:

(County agencies: please fill in names and numbers for the court, Medi-Cal, after care programs, CASA, and any other services you have found useful )

\_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Telephone Number)

## DEFINITION INDEX

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*The number refers to the page number that has a definition for the word.*

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## ENDNOTES

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1. The following abbreviations refer to United States (federal) law:

CFR	Code of Federal Regulations
INA	Immigration and Nationality Act
USC	United States Code

The following abbreviations refer to California law:

BPC	Business & Professions Code
CC	Civil Code
EC	Education Code
FC	Family Code
GC	Government Code
HSC	Health & Safety Code
PeC	Penal Code
PrC	Probate Code
VC	Vehicle Code
WIC	Welfare & Institutions Code
CCR	California Code of Regulations
RC	California Rules of Court

The following abbreviations refer to California administrative documents:

ACWDL	All County Welfare Directors Letter ( <a href="http://www.dhs.ca.gov/mcs/mcpd/meb/ACLs/default.htm">www.dhs.ca.gov/mcs/mcpd/meb/ACLs/default.htm</a> )
ACIN	All County Information Notice ( <a href="http://www.dss.cahwnet.gov/lettersnotices/AllCountyI_2411.htm">http://www.dss.cahwnet.gov/lettersnotices/AllCountyI_2411.htm</a> )
DSSM	California Department of Social Services Manual of Policies and Procedures, Division 31, Child Welfare Services Manual

2. WIC 16001 9(a)
3. DSSM 31-002(g)(1); 31-020
4. 22 CCR 84072.2; WIC 16001.9(a)(8)
5. 22 CCR 89372(c)(15)
6. WIC 300
7. WIC 601(a), (b)
8. WIC 602
9. WIC 315-16; 319
10. WIC 334
11. WIC 355; 356

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12. WIC 358; RC 1451
13. WIC 358(b); 358.1
14. WIC 366.21(c)
15. WIC 364(a); 366(a)
16. WIC 366.21
17. WIC 399
18. WIC 293(a)--(c); 366.21(b)
19. WIC 366.21(f)
20. WIC 366.21(g)(1)
21. WIC 366.21(g); 366.26(b)(1),(2)
22. WIC 366.21(g)(3); 366.26(b)(3)
23. WIC 366.26(c): The court can consider guardianship only if the court finds that one of the following situations exist: (1) the child lives in a residential treatment facility; adoption is unlikely, and continuation of parental rights will not prevent finding the child a permanent family placement once the child leaves the facility; (2) the parents have maintained regular visitation and contact with the child and the child would benefit from a continuing relationship with the parents; (3) the child is at least 12 years old and the child objects to termination of parental rights; (4) exceptional circumstances prevent the child's current caretakers from adopting and the removal of the child would be seriously detrimental to the emotional well being of the child; or (5) at each and every hearing at which the court was required to consider reasonable efforts or services, the court found reasonable efforts at family reunification were not made or reasonable services were not offered or provided to parents.
24. WIC 366.21(g)(2)
25. WIC 366.3(i)
26. WIC 366.26(b)
27. FC 8602
28. FC 8604; 8605; 8606
29. FC 8616
30. WIC 16115, *et seq* ; WIC 16120(a)(1)
31. WIC 16120.1
32. WIC 16121
33. WIC 213.5(i)
34. WIC 366.21(g); 366.26(b)(3): For children who are not dependents in the juvenile court, guardianship proceedings are governed by PrC1500 *et seq* and are handled in the family or probate division of the Superior Court.
35. WIC 11363(a)
36. PrC 1600(b); FC 7002(a), (b)

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37. WIC 293(a); 294(a); 295(a); 349; 366.21(a), (b)
38. WIC 399; 16001 9(a)(17)
39. WIC 353 1; 388
40. WIC 399; 16001 9(a)(17)
41. WIC 361 3(a)
42. WIC 349; 317(c), (e)
43. WIC 317(c); RC 1438(g)
44. WIC 317(c),-(e)
45. WIC 317(d), (e)
46. WIC 295; 349
47. WIC 349
48. WIC 295(a)(6)
49. RC 5.530; *Charles S. v. Superior Court*, 168 Cal App 3d 151, 156; 214 Cal Rptr. 47, 50 (1985); *In re B.G.*, 11 Cal.3d 679, 693; 114 Cal Rptr. 444, 454 (1974); *In re Joshua S.*, 205 Cal App 3d 119, 122; 252 Cal Rptr. 106, 107 (1988)
50. WIC 346
51. WIC 366.21(c); 355(b)(1)
52. WIC 16000(a)
53. WIC 16501(a); 16501.1
54. WIC 16501.1(d)
55. WIC 16501.1(c); DSSM 31-205
56. WIC 16501.1(a), (f); DSSM 31-206
57. WIC 16010(a); DSSM 31-206
58. WIC 16501.1(d); 11405(b)(2)
59. WIC 16001 9(a)(19); 16501 1(f)(12)
60. DSSM 31-525 61; 31-525 65; 31-525.72
61. WIC 16501 1(f)(12)
62. WIC 16001 9(a)(19)
63. WIC 16501 1(f)(13)
64. WIC 16507 4
65. WIC 300; 319(e); 361.2(e)
66. WIC 361 2(e); DSSM 31-405
67. WIC 16001 9(a)(9)
68. WIC 16001 9

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69. ACIN I-80-05
  70. WIC 16001.9; ACIN I-80-05
  71. WIC 16001.9(a)(9)
  72. 22 CCR 83072(c)(6), 84072(c)(11), 89372(c)(16); ACIN I-80-05
  73. WIC 16001.9(a)(6), (8), (9); ACIN I-80-05
  74. ACIN I-80-05
  75. ACIN I-80-05; 22 CCR 83072(c)(6); 84072(c)(11); 89372(c)(16)
  76. DSSM 31-320.2
  77. DSSM 31-320.3; 31-320.4
  78. DSSM 31-320.414
  79. WIC 362.1(a); DSSM 31-340.2; WIC 16001.9(a)(6)
  80. WIC 16507(a); DSSM 31-345; WIC 16001.9(a)(6)
  81. WIC 16501.1(f)(5)
  82. WIC 16501.1(f)(8)
  83. WIC 16002(b); 16001.9(a)(7)
  84. WIC 16002(b); 16501.1(f)(8); 16501.1(g)
  85. WIC 16001.9(a)(4)
  86. FC 6925. Minors may not give consent to sterilization procedures (permanent prevention of reproduction including vasectomies, tubal ligation, hysterectomies etc.)
  87. FC 6926
  88. FC 6929
  89. FC 6927
  90. FC 6928
  91. FC 6924: Minors may not consent to receive psychotropic medications, psychosurgery or shock treatment.
  92. WIC 16001.9(a)(5)
  93. WIC 369
  94. WIC 14005.28; ACIN I-117-00; ACWDL 00-61; 00-20
  95. FC 6925
  96. FC 8604, 8605
  97. WIC 16002.5, 16004.5
  98. WIC 300, 305, 309
  99. WIC 307.4
  100. WIC 317(b)
  101. WIC 11400(u)

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102. WIC 16501.25(b)(1)
  103. WIC 16501.25(b)(1)
  104. WIC 16501.25(b)(2)-(3)
  105. WIC 16501.25(b)(3)
  106. WIC 16501.25(c)
  107. WIC 11465(d)(2)
  108. WIC 11465; 16501.25
  109. WIC 16001.9(a)(13)
  110. EC 48853(g)
  111. WIC 361(a)
  112. WIC 361(a)
  113. WIC 361(a)
  114. GC 7579.5
  115. EC 48853
  116. EC 48853.5(d)(1)
  117. EC 48853.5(d)
  118. EC 48853.5(d)(4)(B)
  119. EC 49069.5(d), (e)
  120. EC 49069.5(c)
  121. EC 49069.5(d), (e)
  122. EC 49069.5(h)
  123. EC 48205
  124. 22 CCR 80072(a)(5), 89372(c)(17); WIC 16001.9(a)(10)
  125. 22 CCR 89173(c); DSSM 31-420.12
  126. WIC 16001.9(a)(23)
  127. INA § 101(a)(27)(J); 8 USC § 1101(a)(27)(J)
  128. 8 CFR § 204.11(c)(1)
  129. 8 CFR § 204.11(c)(2)
  130. INA § 101(a)(27)(J); 8 USC § 1101(a)(27)(J)
  131. 8 CFR § 204.11(c)(5)
  132. INA § 101(a)(27)(J); 8 USC § 1101(a)(27)(J)
  133. 8 CFR § 204.11(a)
  134. INA § 101(a)(27)(J); 8 USC § 1101(a)(27)(J)
  135. INA § 101(a)(27)(J); 8 USC § 1101(a)(27)(J)

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- 136. WIC 16001.9(a)(23)
  - 137. WIC 10850(a); 22 CCR 84070; 80070(c); RC 5.552; WIC 16001.9(a)(22)
  - 138. EC 49076(a)(6)
  - 139. WIC 827(a); RC 1423
  - 140. 22 CCR 80070(e)
  - 141. VC 12509; 12814.6(a)(1)
  - 142. VC 12814.6
  - 143. VC 12814.6(b)
  - 144. VC 17701
  - 145. WIC 391(a)
  - 146. WIC 391(b)
  - 147. WIC 391(c)
  - 148. DSSM 31-002(i)(1); 31-525; WIC 16001.9(a)(16)
  - 149. DSSM 31-525; WIC 16001.9(a)(14)
  - 150. WIC 16522
  - 151. 22 CCR 84077(a)(2)
  - 152. 22 CCR 89372(c)(18)
  - 153. WIC 16001.9(a)(14); DSSM 31-525
  - 154. WIC 11155.5(a); 16001.9(11)
  - 155. WIC 303
  - 156. WIC 11403
  - 157. FC 7002
  - 158. FC 7002(c); 7120; 7122
  - 159. VC 12509; 12814.6
  - 160. FC 302
  - 161. BPC 25658
  - 162. PeC 308
  - 163. United States Constitution, Amendment XXVI
  - 164. WIC 14005.28; ACIN I-117-00; ACWDL 00-61; 00-20
  - 165. ACIN I-117-00
  - 166. ACWDL 00-61
  - 163. DSSM 30-912
  - 164. CCR 86001(t)(2)

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- 165. WIC 11403.2(a)(2)
  - 166. WIC 11400(r)(1); DSSM 30-913
  - 167. DSSM 30-914
  - 172. WIC 389; 781
  - 173. WIC 389(a); 781(a)
  - 174. WIC 389(a); 781(a)
  - 175. WIC 16164, 16165, 16001.9(a)(8)



**DEPARTMENT OF CHILDREN AND FAMILY SERVICES**  
YOUTH DEVELOPMENT SERVICES (ILP)  
LOS ANGELES COUNTY  
TRANSITIONAL HOUSING PLACEMENT PROGRAM  
THPP STEERING COMMITTEE YOUTH BACKGROUND SUMMARY

- **Background-** Delinquent history/substance abuse history and family relationship and status.
- **Adjustment to placement-** Placement history, completion of chores, curfew, interaction with peers and staff.
- **CSW/DPO Assessment** – Letter regarding the youth.
- **Employment-** Work history.
- **Visitation Plan-** Parents, siblings and adult plan.
- **Counseling-** Behavior health needs and status
- **Medication/Medical** – Physical health needs and status-medication-allergies
- **ILP-** Date of completion of ILP classes.
- **Education-** Educational needs and status
- **Interest-** Hobbies, activities.
- **Future Plans-** Career goals, college, vocational training.
- **Special Incidents** – Conduct in placements, school and public.
- **Concerns-** Behavior, attitude and criminal behavior.

**EXHIBIT A – 34**

**ANSELL-CASEY LIFE SKILLS ASSESSMENT**

**Ansell-Casey Life Skills Assessment  
Youth Level 4  
(Version 4.0)**

**Instructions:** These questions will ask you about what you know and can do.  
Try to answer all the questions.

## **Demographics**

1. I am:       Male       Female

2. My current age (years): \_\_\_\_\_

3. My grade in school:

- |   |  |
|---|--|
| <input type="radio"/> 1 <sup>st</sup> grade | <input type="radio"/> 9 <sup>th</sup> grade  |
| <input type="radio"/> 2 <sup>nd</sup> grade | <input type="radio"/> 10 <sup>th</sup> grade |
| <input type="radio"/> 3 <sup>rd</sup> grade | <input type="radio"/> 11 <sup>th</sup> grade |
| <input type="radio"/> 4 <sup>th</sup> grade | <input type="radio"/> 12 <sup>th</sup> grade |
| <input type="radio"/> 5 <sup>th</sup> grade | <input type="radio"/> Trade school           |
| <input type="radio"/> 6 <sup>th</sup> grade | <input type="radio"/> In college             |
| <input type="radio"/> 7 <sup>th</sup> grade | <input type="radio"/> Not in school          |
| <input type="radio"/> 8 <sup>th</sup> grade | <input type="radio"/> Other                  |

4. My race/ethnicity? (Please choose all that apply)

- |   |  |
|---|--|
| <input type="radio"/> American Indian or Alaskan Native | <input type="radio"/> Korean                 |
| <input type="radio"/> Asian Indian                      | <input type="radio"/> Native Hawaiian        |
| <input type="radio"/> Black, African-American           | <input type="radio"/> Other Asian            |
| <input type="radio"/> Chinese                           | <input type="radio"/> Other Pacific Islander |
| <input type="radio"/> Filipino                          | <input type="radio"/> Other Race: _____      |
| <input type="radio"/> Guamanian or Chamorro             | <input type="radio"/> Samoan                 |
| <input type="radio"/> Hispanic/Latino/Spanish           | <input type="radio"/> Vietnamese             |
| <input type="radio"/> Japanese                          | <input type="radio"/> White                  |

5. My primary race/ethnicity? (Please choose only one)

- |   |  |
|---|--|
| <input type="radio"/> American Indian or Alaskan Native | <input type="radio"/> Korean                 |
| <input type="radio"/> Asian Indian                      | <input type="radio"/> Native Hawaiian        |
| <input type="radio"/> Black, African-American           | <input type="radio"/> Other Asian            |
| <input type="radio"/> Chinese                           | <input type="radio"/> Other Pacific Islander |
| <input type="radio"/> Filipino                          | <input type="radio"/> Other Race: _____      |
| <input type="radio"/> Guamanian or Chamorro             | <input type="radio"/> Samoan                 |
| <input type="radio"/> Hispanic/Latino/Spanish           | <input type="radio"/> Vietnamese             |
| <input type="radio"/> Japanese                          | <input type="radio"/> White                  |

6. If you are American Indian, Native American, or Alaska Native, please write the name of your Tribal or Community Affiliation on the line below.

---

7. **Postal (zip) code of your home address (for research purposes):** \_\_\_\_\_

8. **Which answer best describes your current living situation:**

- On my own (alone or shared housing)
- With my birth (biological) parents
- With my birth (biological) mother or father
- With my adoptive parent(s)
- With my foster parent(s) who is/are unrelated to me
- With relatives (not foster care)
- With relatives who are also my foster parents
- In a group home or residential facility
- In a juvenile detention or corrections facility
- With a friend's family (not foster care)
- At a shelter or emergency housing
- With my spouse, or partner, or boyfriend or girlfriend
- Other

9. **How many years have you been in this living situation?** \_\_\_\_\_

10. **I have a Social Security number:**

- Yes
- No

11. **I have a copy of my birth certificate:**

- Yes
- No

12. **I have a photo ID:**

- Yes
- No

13. **When completing this assessment, I am at the following location:**

- Employment or vocational agency
- Youth/family community service agency
- School library, classroom, or computer room
- Public Library
- Foster care agency
- Recreation facility (like YMCA, Boys/Girls Club)
- Where I live
- University
- Church, synagogue, temple, mosque or religious facility
- Juvenile detention or correction facility

## **Knowledge and Behavior Items**

Please circle the number (1, 2 or 3) that describes you best:

	<b>Not like me</b>	<b>Somewhat like me</b>	<b>Very much like me</b>
<b>Career Planning</b>			
1. I have used school resources to investigate different types of employment	1	2	3
2. I discuss education plans with teachers, employer, or counselors	1	2	3
3. I know of resources in the community that provide tutoring	1	2	3
4. I have explored work-related internships	1	2	3
5. I read to improve my work skills	1	2	3
6. I know the education required for the work I am interested in doing	1	2	3
7. I sometimes read materials to further my knowledge in a specific area	1	2	3
8. I have a career plan	1	2	3
9. I can find financial aid resources to further my education	1	2	3
10. I can name two reasons why personal contacts can be important in finding a job	1	2	3
11. I know where to find information about job-training	1	2	3
12. I can explain the difference between assertive and aggressive behavior	1	2	3
13. I can demonstrate two positive ways for dealing with discrimination	1	2	3
<b>Daily Living</b>			
1. I plan nutritious meals	1	2	3
2. I evaluate my diet for nutritional balance	1	2	3
3. I eat a variety of healthy foods each day	1	2	3
4. I think about how what I eat impacts my health	1	2	3

	<b>Not like me</b>	<b>Somewhat like me</b>	<b>Very much like me</b>
5. I look at calories and fat content on product labels	1	2	3
6. I eat some vegetables each day	1	2	3
7. I use a shopping list at the grocery store	1	2	3
8. I compare prices to get the best value	1	2	3
9. I clean kitchen equipment after meal preparation	1	2	3
10. I can make meals using a recipe	1	2	3
11. I follow the directions on cleaning products	1	2	3
12. I check clothing-care directions when doing laundry	1	2	3
13. I use good table manners	1	2	3

### **Housing and Money Management**

1. I can calculate the costs of car ownership (e.g., registration, maintenance)	1	2	3
2. I can describe how to monitor a checking account balance	1	2	3
3. I can describe how to develop a good credit rating	1	2	3
4. I can name three disadvantages of purchasing with credit	1	2	3
5. I know the typical fee charged for ATM transactions	1	2	3
6. I understand what is covered by liability car insurance	1	2	3
7. I know where to find tax information on a pay stub	1	2	3
8. I know how to find out about my credit rating	1	2	3
9. I can calculate housing start-up costs (e.g., application fee, security deposit)	1	2	3
10. I know where in my community one can get help for completing tax returns	1	2	3

	<b>Not like me</b>	<b>Somewhat like me</b>	<b>Very much like me</b>
11. I know the advantages and disadvantages of buying from “rent-to-own” stores			
12. I know what information is asked for in an apartment rental application	1	2	3
13. I balance my bank statement regularly	1	2	3
14. I can use an Automatic Teller Machine (ATM)	1	2	3
15. I understand the consequences of breaking a lease	1	2	3
16. I can explain the benefits of having homeowner or renter’s insurance	1	2	3
17. I have completed an income tax form	1	2	3
18. I plan for the expenses that I must pay each month	1	2	3
19. I can name two ways to invest money	1	2	3
20. I can identify two ways to put money into savings	1	2	3
21. I keep a record when I pay bills	1	2	3
22. I can complete a money order	1	2	3
23. I can get to an appointment by myself, even if I have not been to that location before	1	2	3
24. I can describe two or more ways to search for housing	1	2	3
25. I know the necessary steps for getting a driver’s license	1	2	3
26. I can compare housing choices based on cleanliness and costs	1	2	3
27. I have developed a budget	1	2	3
28. I compute discounts, for example, how much a \$12.90 item would cost after a 15% discount	1	2	3
29. I know the consequences of driving without insurance	1	2	3

	<b>Not like me</b>	<b>Somewhat like me</b>	<b>Very much like me</b>
<b>Self Care</b>			
1. I can identify two signs of pregnancy	1	2	3
2. I can identify two community resources that provide prenatal care	1	2	3
3. I can identify two ways to avoid peer pressure to use drugs	1	2	3
4. I can identify three methods of birth control	1	2	3
5. I can explain ways to protect myself from sexually transmitted diseases (STDs)	1	2	3
6. I know how to talk to a partner about sexually transmitted diseases (STDs)	1	2	3
7. I can describe two strategies for responsible drinking	1	2	3
8. I can explain what to do when a fever doesn't improve	1	2	3
9. I can resist pressure to have sex	1	2	3
10. I can explain how hygiene affects one's health	1	2	3
11. I can explain when it is best to make a doctor's appointment instead of visiting the emergency room	1	2	3
12. I know how to make a dental appointment	1	2	3
13. If illegal drugs are offered to me I can refuse them	1	2	3
14. I treat simple injuries like cuts, bites, stings and splinters	1	2	3
15. I know where I could go to get help with depression or other emotional problems	1	2	3
<b>Social Relationships</b>			
1. I confide in my friends	1	2	3
2. I turn to others for support when I have family problems	1	2	3
3. I am part of a group, besides my family, that cares about me	1	2	3

	<b>Not like me</b>	<b>Somewhat like me</b>	<b>Very much like me</b>
4. I show others that I care about them	1	2	3
5. I encourage others to talk about their feelings	1	2	3
6. I am comfortable with the number of friends I have	1	2	3
7. I can identify two or more people I can turn to for help	1	2	3
8. I usually receive feedback without getting angry	1	2	3
<b>Work Life</b>			
1. I demonstrate the behaviors required of a good employee (e.g., being on time)	1	2	3
2. I understand what is appropriate behavior in a job interview	1	2	3
3. I accept supervision and direction	1	2	3
4. I can ask a supervisor for help if I need it	1	2	3
5. I have completed a job application	1	2	3
6. I get along with co-workers	1	2	3
7. I manage my time to complete tasks	1	2	3
8. I thank people when they do things for me	1	2	3
<b>Extra Items</b>			
1. I know where a fire extinguisher is located where I live	1	2	3
2. I know the rights and responsibilities of a tenant	1	2	3
3. I know how to get emergency assistance to pay utilities	1	2	3
4. I know whom to contact to get low-income housing	1	2	3
5. I know where in my area I can go to access the Internet	1	2	3
6. I can explain the benefits of doing volunteer work	1	2	3
7. I can use resources other than the newspaper to find job openings	1	2	3

	Not like me	Somewhat like me	Very much like me
8. I have written my resume	1	2	3
9. I know where the nearest state employment office is located	1	2	3
10. I know how to use a computer	1	2	3
11. I understand what is included in employee benefits	1	2	3

### **Performance Items:**

Please mark the best answer for each of the following questions:

#### **Career Planning**

1. Which of the following is an award of money that a qualified undergraduate student does not need to repay?
  - A. An e-studentloan.com award
  - B. A Federal Pell Grant
  - C. A Sallie Mae grant
  - D. A Nellie Mae grant
  
2. What is the most important reason why personal contacts are important in finding a job?
  - A. Personal contacts can hire you themselves
  - B. Personal contacts may know of good job openings that might fit you
  - C. Personal contacts may know the job market better than you
  - D. All of the above
  
3. Which of the following should not appear on a resume?
  - A. Your name and address
  - B. Your e-mail address and phone number
  - C. Your age and race
  - D. Your work and education experience

#### **Daily Living**

4. If you buy milk that has a label stating that "best used by September 15<sup>th</sup>," this means...?
  - A. You need to use the product by September 1<sup>st</sup>
  - B. You need to use the product by September 15<sup>th</sup>
  - C. You need to buy the product by September 15<sup>th</sup>
  - D. You need to use the product by October 1<sup>st</sup>

5. A recipe requires you to add "4 tsp. of flour." How much flour should you add?
  - A. 4 cups
  - B. 4 eyedropper drops
  - C. 4 tablespoons
  - D. 4 teaspoons
  
6. To get the best prices at the grocery store, you should...?
  - A. Shop when you are hungry
  - B. Take a grocery list and compare prices on the items you want to buy
  - C. Buy only the products that are on sale, no matter what they are
  - D. Buy only enough for what you plan to eat that day

### **Housing & Money Management**

7. All taxable income, less IRS allowable adjustments to income, is called...?
  - A. Net income (NI)
  - B. Adjusted Gross Income (AGI)
  - C. FICA
  - D. Annual Percentage Yield (APY)
  
8. A large extra payment that may be charged at the end of a loan or lease is called...?
  - A. A surprise payment
  - B. A Balloon Payment
  - C. An amortization
  - D. An Adjustable Rate Mortgage (ARM)
  
9. The period of time between the date a loan payment is due and when it is late is called?
  - A. A grace period
  - B. Float time
  - C. Index
  - D. Liability on an account

### **Self Care**

10. Which of the following blood-alcohol levels is defined as legally drunk in all of the United States?
  - A. .08 or more
  - B. .06
  - C. .04
  - D. .02

11. If you have a severe sharp pain on the right side of your abdomen, you should...?
- A. Ignore it; it is probably indigestion
  - B. Pay close attention to it; it may be appendicitis
  - C. Lay down until it goes away
  - D. Eat something because this means you are hungry
12. If a woman missed her period, starts to have an enlarged abdomen, and experiences some nausea and vomiting, what is very likely true about her?
- A. She may have the flu
  - B. She may have a venereal disease
  - C. She may be pregnant
  - D. She may need to see a psychotherapist

### **Social Relationships**

13. The most important ingredient to a successful personal relationship is?
- A. Sex
  - B. Financial wealth
  - C. Trust
  - D. Humor
14. What is the ideal number of close friends to have?
- A. 1
  - B. 2
  - C. 3
  - D. None of the above; the ideal number varies from person to person
15. If someone you know worships differently than you, you should?
- A. Avoid them
  - B. Think you are better than they are
  - C. Respect them as much as anyone else
  - D. Try to make them your best friend

### **Work Life**

16. This helps you to remember to carry out all necessary job tasks, tackle the most important ones first, and not get stressed out by unimportant tasks:
- A. A to-do list
  - B. A desk calendar
  - C. A calculator
  - D. A diary
17. A job application will probably ask for the following:
- A. Your name
  - B. Your social security number
  - C. Your proof of eligibility to work in the country
  - D. All of the above

18. If a job ad says “must be a self-starter,” this means that you will probably?
- A. Have a great deal of direction from your supervisor
  - B. Have very little direction from your supervisor
  - C. Be doing direct sales
  - D. Be doing a great deal of planning and forecasting in your job

### **Extra Items**

19. When you're hired to a new job, you usually?
- A. Will have probationary status
  - B. Will get retirement benefits
  - C. Will get a raise within the first two weeks
  - D. Will get a vacation within the first 3 months
20. The best way to clean a wool sweater is to?
- A. Machine wash it in hot water, with mild detergent
  - B. Machine wash it in cold water, with regular detergent
  - C. Take it to a dry cleaner or hang it to air out
  - D. Hand wash it in hot water, with regular detergent
21. If you eat a steady diet of fast food, you will probably?
- A. Forget how to cook
  - B. Have more time to do things you'd rather do
  - C. Have more friends
  - D. Gain weight

### **Assessment Evaluation**

1. **Not counting today, how many times have you taken an ACLSA?**

\_\_\_\_\_

2. **I filled out this assessment (please mark all that apply):**

- With an adult       By myself       With a friend

3. **How did you like this assessment?**

- I liked it       It was OK       I didn't like it

**Additional Questions**

This section is for use with questions provided by your school, agency or caregiver.  
If no questions have been given to you, you may stop here. Thank you.

	A	B	C	D	E
1					
2					
3					
4					
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6					
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11					
12					
13					
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15					
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17					
18					
19					
20					

**Transitional Housing Placement Program Contract  
Rights and Responsibilities  
of the Participant and the Provider**



Date:

Dear

WELCOME TO THE TRANSITIONAL HOUSING PLACEMENT PROGRAM!

We want your placement in the THPP to be a successful and wonderful learning adventure! In order for this to happen, this contract outlines your rights and responsibilities as well as the rights and responsibilities of the provider:

**Alcohol/Substance Abuse:** THPP participants who become involved in the use of alcohol and/or drugs shall participate in counseling and/or drug testing to ensure that placement in the THPP is not jeopardized.

**Allowance:** The THPP participant is responsible for purchasing food and clothing, etc...The youth will contact the THPP provider to obtain transportation to the grocery store if necessary. The youth will purchase food for healthy/well-balanced meals. Clothing will be purchased; youth shall have 3 outfits for employment at the time of emancipation. THPP participants will keep receipts of all purchases; youth will provide the receipt at the request of the THPP provider.

**Automobile:** Automobiles are not permitted without prior approval by the THPP provider. The THPP participant will provide proof of the following before bringing an automobile onto THPP premises: 1) Valid California Driver's License, 2) Current automobile insurance, 3) Current car registration; I agree to report any tickets I received to the THPP provider. I agree to immediately report all accidents, whether I am the driver or passenger in an automobile.

**Employment:** School is your top priority. Once you graduate from high school, you will need to seek employment on a daily basis. You will follow-up on every job position and referral. In order to save towards your transition from foster care, you may seek employment if your grades are passing and/or if you have graduated from high school.

In your search for employment, you shall leave your THPP unit no later than 9:00 a.m. every weekday and follow-up on all job positions and referrals. You will be asked to complete a job search form. Proof of employment shall be provided, for example, a pay check stub.

**Energy Conservation:** Appliances and electrical items will be turned off when not in use; this includes heater, air conditioning, fans, lights television, VCR/DVD, radio, computer, hair curler, hair dryers, shavers/clippers, water, etc. You will be trained on the proper use of utilities, and will be expected to report abuse of utilities by roommates.

**Gangs:** Gang members, family members, boyfriends, girlfriends or known associates of gangs are not permitted at the THPP apartments during your placement in the program. THPP participants are not permitted to date or be friends with gang members or gang associates during your stay in the THPP.

**Dating:** Dating is allowed as long as it doesn't interfere with program compliance and the program rules and regulations.

**Childcare:** If the participant has a child he/she must be a responsible parent, attend parenting classes and learn CPR and first aid. Parenting participants are responsible for transporting their child/children to and from the babysitter, medical and dental appointments.

**Curfew:** Normal curfew will be 10:00 P.M. on weekdays and on weekends unless work or approved activities extend beyond normal curfew. Prior written approval is required from your CSW/DPO to stay past the curfew hour.

**Apartment Cleanliness:** Participants are required to keep their THPP unit (apartment) clean daily, for example, make bed, wash dishes, clean bathroom. Major cleaning should occur once a week to include cleaning refrigerator, floors and bathrooms. Laundry will be done on a weekly basis, minimally. THPP participants will be required to maintain their apartment in a clean, safe and orderly fashion. Periodic inspections by staff will ensure that participants are practicing acceptable housekeeping habits and abiding by required safety regulations.

**Money Management:** You shall open a personal savings account within 30 days after you are placed in the THPP. You are required to save a minimum of 50% of your pay check. Consideration will be given to youth who have automobiles and children placed in the program.

Proof of monthly savings will be given to the THPP provider at their request. There are no exceptions.

**Property / Apartment / Furnishing:** You will be held accountable for maintaining the THPP apartment / residence and its furnishing in the same condition as when you moved into the apartment outside of normal wear and tear.

If destruction of property occurs you will be held responsible unless you report the damage or can prove you did not participate in the destruction.

**Reporting Illegal/Dangerous Activities**

THPP Participants are to report the following illegal activities and/or violation of THPP rules to THPP Staff:

- Smoking:** Smoking of cigarettes and/or marijuana.
- Alcohol:** Consumption of any alcohol beverages.
- Drugs:** Use of illegal drugs including but not limited to: crack, heroin, paint thinner, spray paint turpentine aerosols, crystal met amphetamine, etc.
- Weapons:** Possession of weapons including but not limited to: guns, rifles, bb guns, knives (other than for cooking), bows and arrows, swords, bullets, and simulated weapons such as water guns, paint guns, nail guns, etc.
- Smoke Detectors/Fire Extinguishers:** Removal or tampering of smoke detectors and/or fire detectors is not permitted. If smoke detectors and/or fire extinguishers disappear from the THPP apartment / residence site, youth will be charged if he/she does not report the missing items.
- Window Screens:** Window screens are not to be removed. If they are removed and/or turned, youth will be charged if he/she does not report the damaged items.
- Safety:** Please leave a light on (porch light if available) to insure safety after dark. Check to make sure that the following items are locked/turned off prior to leaving the apartment: doors, windows, stove, burners, heaters, air conditioner, curler, iron, etc...
- School:** Attending school in the THPP is mandatory. I agree to notify the THPP provider before I am absent or tardy to school.

I agree to immediately notify the THPP Provider if I am suspended or expelled from school.

I will not check out of school or change school without written approval from the THPP Provider.

I agree to provide my school progress reports and report cards to the THPP Provider the day I receive the reports.

I agree to immediately notify the THPP Provider if I need a tutor.

I agree to attend classes daily. I understand that Home Study is not permitted without prior approval from the THPP provider.

After graduation, I shall enroll in college or a vocational training program full time to remain in the THPP.

**Telephone:** You will not accept collect telephone calls. You will not participate in dialing star 69 or any numbers that require an additional charge. You are permitted to dial 1-800-free-411 for assistance or you may use the telephone directory for assistance. A calling card will be provided for long distance calls (if necessary) to court ordered persons. You may contact county staff by calling collect if necessary. You'll receive a monthly telephone allowance. You must pay for any amount over your telephone allowance.

**Transportation:** You'll be transported to medical and dental appointments in cases of emergence only. You will not be transported to school, job interviews, family visits, or recreational activities. You will receive training in self-transportation to assist you with transitioning to self-sufficiency. You will contact the THPP provider if you need transportation for grocery shopping. You will be transported to mandatory THPP events.

Youth under the age of 18 years old will be accompanied to medical/dental appointments as required by the server. After required signature is obtained, THPP staff will leave the medical facility and the youth will be required to ride the bus back to placement.

**Independent Living Skills Training:** The THPP is to assist you with your goal of successfully transitioning from foster care. You are responsible for attending the weekly independent living skills training. You shall obtain permission before missing a skills training. Consideration will be given if you are ill or have a special school event.

**Unauthorized Purchases:** Expenses that are outside of normal budget expenditures must have prior approval before the youth can enter into any agreement to purchase. The purchases shall be discussed with the provider for approval and the CSW/DPO notified before permission is granted.

**Weapons:** Weapons are not permitted in the program. Examples include but are not limited to: bullets, ammunition, pistols, BB guns, water guns, capped guns, paint guns, rifles, or any other type of simulated weapons, knives (except for cooking purposes) swords, bow and arrows, baseball bats, golf clubs and other sports equipment designated unsafe by the provider. These items will be kept in the THPP office and not the THPP unit.

**Visitor(s):** Parents and adult relatives will visit for court order and must be approved by CSW/DPO. Friends are allowed to visit and must comply with the THPP rules. No overnight visitors are permitted – no exceptions. No loud music or loud visitors are permitted. Babysitting and child care is not permitted in the THPP. Younger children who are visiting must be in the company of an adult (other than yourself) at all times. Visitors may not bring alcohol, drugs, cigarettes, or weapons onto THPP grounds.

### **THPP PERSONAL RIGHTS**

- a) THPP licensees are not subject to the provisions in Section 80072. Instead, THPP licensees are subject to the following and the following shall apply:
- b) The licensee shall ensure that each participant is accorded the personal rights specified in this section.
- c) Each participant and his/her authorized representative, shall be personally advised and given at admission a copy of the rights specified below.
- d) Each participant shall have personal rights, which include but are not limited to the following:
  - 1) To be accorded the greatest level of independence consistent with safety and the participant's ability and maturity level as outlined in the participant's Needs and Services Plan or TILP in order to prepare the participant for self-sufficiency.
  - 2) To be accorded safe, healthful and comfortable home accommodations, furnishings and equipment that are appropriate to his/her needs.
  - 3) To be treated with respect and to be free from physical, sexual, emotional or other abuse in accordance with Section 86072(d)(5).
  - 4) To be free from corporal or unusual punishment, infliction of pain, humiliation, intimidation, ridicule, coercion, threat, mental abuse, or other actions of a punitive nature including but not limited to interference with the daily living functions of eating, sleeping, or toileting, or withholding of shelter, clothing, or aids to physical functioning.
  - 5) To have fair and equal access to all available services, placement, care, treatment, and benefits, and not to be subjected to discrimination or harassment on the basis of actual or perceived race, ethnic group identification, ancestry, national origin, color, religion, sex, sexual orientation, gender identity, mental or physical disability, or HIV status.
  - 6) To receive necessary medical, dental, vision, and mental health services.
  - 7) To contact Community Care Licensing Division of the State Department of Social Services regarding violations of rights, to speak to representatives of the office confidentially and to be free from threats or punishments for making complaints.

- 8) To have social contacts with people outside of the foster care system, such as teachers, church members, mentors and friends, in accordance with Section 86072(d)(5).
- 9) To have social contacts with people outside of the foster care system, such as teachers, church members, mentors and friends, in accordance with Section 86072(d)(5)
- 10) To contact family members, unless prohibited by court order.
- 11) To visit and contact brothers and sisters, unless prohibited by court order.
- 12) To contact social workers, attorneys, foster youth advocates and supporters, Court Appointed Special Advocates (CASA), and probation officers.
- 13) To have visitors, provided the rights of others are not infringed upon.
- 14) To attend religious services and activities of his or her choice.
- 15) To be free to attend court hearings and speak to the judge.
- 16) To have all his/her juvenile court records be confidential, consistent with existing law.
- 17) To be accorded dignity in his/her personal relationships with other persons in the home.
  - A) To be free from unreasonable searches of person.
  - B) To be free from unreasonable searches of personal belongings.
- 18) To have visitors as specified by the licensee's policies, in accordance with Welfare and Institutions Code Section 16522.1(h), including:
  - (A) Relatives, including parents unless prohibited by court order or by the participant's authorized representative.
  - (B) Authorized representative and placing agency.
  - (C) Other visitors unless prohibited by court order or by the participant's authorized representative or placing agency.

- 19) To possess and control his/her own cash resources unless otherwise agreed to in the participant's needs and services or TILP and by the participant's placing agency and authorized representative.
- 20) To possess and use his/her own personal possessions, including toilet articles.
  - A) Clothing and personal items provided shall be in accordance with Section 86072(d) (5).
- 21) To have access to a telephone to make and receive confidential calls.
- 22) To send and receive unopened correspondence.
- 23) To have access to existing information regarding available educational options, including, but not limited to, coursework necessary for vocational and postsecondary educational program, and financial aid information for these programs.
- 24) In addition to the personal rights as specified in this section, all participants shall be entitled to all personal rights specified in Welfare and Institutions Code Section 16001.9.

**NOTE: Authority cited: Sections 1530 and 1559.110, Health and safety Code, Section 16522, Welfare and Institutions Code. Reference: Sections 1501, 1531, Health and Safety Code; Sections 16001.9, 16500, and 16522.1, Welfare and Institutions Code.**

### **Emergencies**

The participant shall be trained on the disaster plan created by earthquakes, fires or natural disasters. A 24-hour cell phone number will be available for the participant to use in case of an emergency. Staff member assignments will be posted in the THPP unit.

### **Apartment Furnishings**

Shall be in good and safe conditions at all times are replaced by the provider when the furniture is no longer. At the time of orientation, the provider will inform the participant of the furnishings they will be able to have with them when they successfully transition from the THPP. Store and refrigerators shall remain in the unit. Participants may take their bedroom and living furniture, towels, sheets, dishware, and other household items. More than one participant shall divide the household items.

### **Household Decorations**

Unit decorations must be conventional, not cause structural damage to walls, doors or windows. Pornography and posters/pictures deemed to be in poor taste are not appropriate. The decorations must also be in compliance with the landlord requirements.

### **Lending and Borrowing Money**

The participant is not allowed to lend or borrow money. Losses you may incur if this happens are the responsibility of the participant.

### **Pregnancy**

The participant may continue to remain in the program as long as the THPP provider is able to meet your needs. The participant is responsible for obtaining medical check ups and to provide staff with the medical form regarding your condition. The CSW/DPO will be notified of your condition. If required, the provider shall request an alternative placement located by the CSW/DPO. Parenting teens shall not be placed with single participants.

### **Grievance Procedure**

The participant may file a grievance when he or she believes unfair treatment has occurred. You will be given the telephone numbers for community care Licensing Division Licensing Program Analyst, DCFS/Probation representative and County THPP Program Manager.

The participant shall be given grievance procedures on the initial day of placement. The participant may file a written grievance. The staff member involved shall write a statement regarding the circumstance. The THPP staff members shall meet with the participant to resolve the participant's concern(s). If necessary, the THPP provider shall meet with the participant for resolution.

### **Medical Problems**

THPP participants are required to have current physical, dental and eye examinations (if require) at the time of placement in the THPP.

The THPP provider will ensure the participant is notified when a medical/dental and or eye examination is required.

A participant taking psychotropic medication(s) must have a current curt-ordered psychotropic medication authorization form provided by the CSW/DPO.

The participant will be trained in first aid procedures and supplied with a first aid kit in their unit.

The participant will have a list of emergency telephone numbers and addresses in the event of a medical emergency. This includes but is not limited to fire department, crisis center, community physicians and dentists, hospital and medical clinics.

**Grounds for Termination**

The THPP staff shall initially conferences with you and the CSW/DPO to stabilize your placement.

The participant may be terminated from the THPP for the following conditions:

- Housing runaways in your unit.
- Selling or continued use of drugs.
- Continued use of alcohol.
- Allowing gang members or association of gangs to visit or come on the THPP unit site.
- Endangering yourself or others by the participant's continued presence in the program.
- Excessive amount of telephone bills.
- Refusal to attend school after a stabilization meeting.
- Possession of weapons on or off the THPP unit site.
- Unauthorized vehicle without THPP staff approval and the required documents, for example, valid driver's license, insurance, registration, driving or riding other THPP participants in an unauthorized vehicle.
- Refusal to seek and maintain employment by the required time.
- Refusal to participate in the mandatory independent living training workshops/meetings.
- Refusal to budget money, purchase food, etc. and provide the required receipts.
- Continued refusal to cooperate with the THPP, cursing and rude behavior to staff after counseling.
- Ongoing violations of the THPP rules and regulations.
- The determination the THPP is no longer able to meet the participant's needs.

**Discharge or Removal**

Criminal behavior that leads to an arrest by law enforcement for a length of time; continued complaints from neighbors/tenants which threaten the program or continued use of the THPP unit. Emergency medical or psychiatric care that leads to long term residential care.

**Personal Care Items**

The THPP participant shall receive the following items on the initial day of placement:

----- Personal hygiene.

----- Grocery list for food and fresh fruits and vegetables.

----- Cleaning items.

----- Laundry items.

----- First aid items.

----- A fire extinguisher shall be in each THPP unit, you shall receive training on the use of the fire extinguisher at initial placement.

----- Linens

(Please refer to the attached Personal Items Inventory list.)

<b>THPP PERSONAL ITEM INVENTORY</b>			
<b>AGENCY</b>			
<b>PARTICIPANT'S NAME</b>		<b>DATE</b>	
<b>PERSONAL HYGIENE</b>		<b>LAUNDRY ITEMS</b>	
<input type="checkbox"/>	FACIAL TISSUE	<input type="checkbox"/>	LAUNDRY DETERGENT
<input type="checkbox"/>	BATH SOAP	<input type="checkbox"/>	BLEACH
<input type="checkbox"/>	TOOTHBRUSH	<input type="checkbox"/>	FABRIC SOFTENER
<input type="checkbox"/>	TOOTHPASTE	<input type="checkbox"/>	STAIN/SPOT REMOVER
<input type="checkbox"/>	MOUTHWASH	<input type="checkbox"/>	LAUNDRY BASKET
<input type="checkbox"/>	DENTAL FLOSS	<input type="checkbox"/>	OTHER
<input type="checkbox"/>	DEODORANT	<input type="checkbox"/>	<b>FIRST AID ITEMS</b>
<input type="checkbox"/>	COMB	<input type="checkbox"/>	STERILE GAUZE
<input type="checkbox"/>	BRUSH	<input type="checkbox"/>	FIRST-AID TAPE
<input type="checkbox"/>	SHAMPOO	<input type="checkbox"/>	STERILE GAUZE PADS
<input type="checkbox"/>	HAIR CARE PRODUCTS	<input type="checkbox"/>	COTTON BALLS
<input type="checkbox"/>	LOTION	<input type="checkbox"/>	RUBBING ALCOHOL
<input type="checkbox"/>	ACNE MEDICATION	<input type="checkbox"/>	HYDROGEN PEROXIDE
<input type="checkbox"/>	SANITARY NAPKINS/TAMPONS (FEMALE)	<input type="checkbox"/>	ANTISEPTIC SPRAY
<input type="checkbox"/>	Q-TIPS	<input type="checkbox"/>	CURRENT EDITION OF A FIRST AID MANUAL (APPROVED BY THE AMERICAN REDCROSS/AMERICAN MEDICAL ASSOCIATION OR STATE OR FEDERAL AGENCY)
<input type="checkbox"/>	PETROLEUM JELLY		
<input type="checkbox"/>	TOILET PAPER		
<input type="checkbox"/>	OTHER		
	<b>CLEANING ITEMS *</b>		
<input type="checkbox"/>	ALL PURPOSE CLEANER		
<input type="checkbox"/>	SCOURING POWDER	<input type="checkbox"/>	OTHER
<input type="checkbox"/>	BLEACH		<b>LINENS</b>
<input type="checkbox"/>	MILDEW REMOVER	<input type="checkbox"/>	FITTED SHEET
<input type="checkbox"/>	SPONGES	<input type="checkbox"/>	FLAT SHEET
<input type="checkbox"/>	BROOM	<input type="checkbox"/>	PILLOWCASE
<input type="checkbox"/>	MOP & BUCKET	<input type="checkbox"/>	BLANKET
<input type="checkbox"/>	PAPER TOWELS	<input type="checkbox"/>	BEDSPREAD
<input type="checkbox"/>	GLASS CLEANER	<input type="checkbox"/>	BATH TOWELS (2)
<input type="checkbox"/>	FURNITURE POLISH	<input type="checkbox"/>	WASH CLOTHS (5)
<input type="checkbox"/>	DUST CLOTHS		
<input type="checkbox"/>	DISH RAG (3)		
<input type="checkbox"/>	DISH TOWELS (5)		
<input type="checkbox"/>	OVEN CLEANER		

UPON INITIAL PLACEMENT CONTRACTOR HAS PROVIDED YOU WITH ALL OF THE ABOVE FULL-SIZE PERSONAL HYGIENE ITEMS AND OTHER ITEMS LISTED ABOVE.

\_\_\_\_\_  
**PARTICIPANT'S SIGNATURE**

\_\_\_\_\_  
**DATE**

\_\_\_\_\_  
**AGENCY STAFF SIGNATURE**

\_\_\_\_\_  
**DATE**

\* IF PARTICIPANT SHARES A UNIT WITH OTHER PARTICIPANT(S) CONTRACTOR SHALL INITIALLY SUPPLY CLEANING ITEMS TO THE UNIT AND PARTICIPANT(S) WILL BE RESPONSIBLE FOR REPLACING THEM ON AS NEEDED BASIS.

**THPP Monthly Allowance Log**

A change in the THPP placement rate will affect an increase or decrease in the THPP Participant monthly allowance. The participant and CSW/DPO may decide if they would like to increase the amount of the THPP Emancipation Savings.

(Please refer to the attached THPP Monthly Allowance Log.)

**THPP MONTHLY ALLOWANCE LOG**

FOR \_\_\_\_\_ 200\_\_.  
(MONTH)

AGENCY: \_\_\_\_\_

PARTICIPANT: \_\_\_\_\_  
(PRINT NAME)

ITEM **	AMOUNT RECEIVED	DATE	AMOUNT RECEIVED	DATE	TOTAL RECEIVED
<b>FOOD</b> \$200.00	\$		\$		\$
<b>TELEPHONE*</b> \$40.00	\$		\$		\$
<b>LAUNDRY/ DRY CLEANING</b> \$50.00	\$		\$		\$
<b>TOILETRIES</b> \$25.00	\$		\$		\$
<b>CLOTHING</b> \$75.00	\$		\$		\$
<b>CLEANING SUPPLIES</b> \$15.00	\$		\$		\$
<b>BUS PASS</b> \$30.00	\$		\$		\$
<b>RECREATION</b> \$60.00	\$		\$		\$
<b>SAVINGS</b> \$100.00	\$		\$		\$
<b>MISC.</b> \$65.00	\$		\$		\$
<b>OTHER:</b>	\$		\$		\$
	\$		\$		\$
<b>FINES:</b>					
___ Instance for:	(\$ )		(\$ )		(\$ )
<b>INCOME</b>					
<b>SOURCE:</b>	\$		\$		\$
<b>TOTAL EXPENSES/INCOME</b>					\$

I RECEIVED THE ABOVE AMOUNTS FOR EACH ITEM LISTED AND I AGREE TO ADHERE TO THE ABOVE ESTIMATED MONTHLY BUDGET.

\_\_\_\_\_  
THPP PARTICIPANT'S SIGNATURE

\_\_\_\_\_  
DATE

MY SAVINGS GOAL IS	TO DATE I HAVE SAVED	PARTICIPANT'S INITIALS
\$	\$	

I PLAN ON USING MY SAVINGS UPON EMANCIPATION FOR THE FOLLOWING:

\_\_\_\_\_  
AGENCY STAFF DISTRIBUTING ALLOWANCE

\_\_\_\_\_  
DATE

\* PARTICIPANT IS ONLY RESPONSIBLE FOR THEIR PORTION OF THE BILL ABOVE THE BASIC RATE

\*\* THESE ARE THE MINIMUM AMOUNTS THAT THE PARTICIPANT IS TO RECEIVE MONTHLY.

### **Financial Responsibility**

----- The THPP participant is responsible for the excess amount over the THPP telephone allowance.

----- Responsible for damage to furniture and the unit unless you can prove you did not participate in the destruction.

### **Orientation**

At the time of initial placement, the THPP provider shall provide each THPP Participant, in the presence of the CSW/DPO, a full orientation based on its written orientation plan. A written copy of the procedures, rules and regulations and THPP Participant Contract shall also be provided to the THPP Participant and CSW/DPO.

THPP Provider shall give each THPP Participant a copy of the Foster Youth Bill of Rights and Personal Rights Legal Right for Teens in Out of Home Care along with Grievance/Complaint Procedures and disaster/emergency plan at the orientation.

### **Rental/Lease and Renter's Insurance**

The Provider shall be responsible for securing and maintaining all lease/rental agreements, and renter's insurance policies including any and all payments/premiums for each Unit used for THPP Participants.

### **Personal Care Items**

At time of placement, Provider shall provide each THPP Participant with new full-size/standard size (not travel size or promotional/trial size) items listed on the Personal Item Inventory. The Participant shall receive new sheets, towels, pots and pans, dishes, glassware, etc. Additionally, Provider shall provide appropriate personal hygiene/grooming and first aid items for infants placed with THPP Participants.

### **Required Furniture**

Provider shall ensure that each THPP Unit is adequately furnished with furniture/appliances that will, with normal wear-and-tear, still be in good and safe condition when the THPP Participant emancipates.

### **Responsibility for Utility Costs**

Provider shall be responsible for connecting, maintaining and payment of all related costs/bills for all utilities for each THPP Unit, including natural gas, electricity, water, trash, sewer maintenance, and any other utilities applicable to each Unit.

### **Telephone**

Provider shall supply and maintain a minimum of one (1) telephone, and one (1) telephone line, for each Unit and pay for basic telephone service at all times. However, no more than two (2) THPP Participant shall share a telephone or telephone line. The THPP Participant is responsible for any costs above the basic telephone service costs.

### **Responsibility for Emergency Medical Care**

In the event a THPP Participant and/or their child(ren), if applicable requires emergency medical treatment, the CONTRACTOR shall be responsible for providing the THPP Participant (and child(ren) if applicable) transportation.

When transporting Participants, Provider shall ensure the Participant and his/her own children are secured in a safety restraint system in accordance with Vehicle Code Sections 27325(e) and 27360(a).

### **Monthly Monetary Allowance**

Provider shall provide and issue a monthly monetary allowance to each THPP Participant for (1) food, (2) telephone costs (above basic service costs), (3) laundry/dry-cleaning, (4) toiletries (5) clothing, (6) cleaning supplies, (7) bus pass, (8) recreation, (9) savings, and (10) miscellaneous items. The minimum amounts for each category are listed on the Monthly Allowance Log.

Provider shall issue Participant's monthly allowance not less than bi-weekly.

### **Clothing Inventory**

Clothing shall be monitored by the Provider every three months. The Participant is to meet the requirements of the DCFS Clothing Inventory. The Participant shall use their THPP Clothing Allowance. At the time of emancipation, the youth shall have a minimum of three outfits for employment.

**DCFS CLOTHING INVENTORY**

AGENCY: \_\_\_\_\_ DATE: \_\_\_\_\_

NAME: \_\_\_\_\_ CASE # \_\_\_\_\_

INITIAL INVENTORY

QUARTERLY INVENTORY

ITEM	REQUIRED	# NEEDED	*REQUESTED/REPLACED
Underpants	8 pair		
Bras (female)	2		
Slip (female)	2		
T-Shirt	4-6		
Sweater	1		
Jacket/Coat	1		
School Outfits	6		
Casual Outfits	8		
Employment Outfits	3		
Regulation P.E. Outfit	1		
Pajama/Gown	2-4		
Bathrobe	1		
Belt	2		
Socks	8 pair		
Pantyhose (female)	4-6		
Slipper	1 pair		
Tennis/School Shoes	1 pair		
Tennis/Casual Shoes	1 pair		
Employment Shoes	1 pair		
Other:			

Participant's Signature: \_\_\_\_\_ Staff Signature: \_\_\_\_\_

Comments: \_\_\_\_\_

**\*At initial placement Agency shall request missing items through the Participants CSW/DPO. At any other time during the Placement Participant is responsible for replacing necessary items and shall be counseled by agency staff on how to do so.**

### **Financial Responsibility**

Financial Charges are limited to telephone costs above the basic telephone service costs and destruction of property in the THPP unit. A large bill shall be deducted from the THPP allowance over time and not all at once.

### **Savings Account**

Provider shall assist each THPP Participant in establishing a savings account at a FDIC insured institution of the Participant's choice.

### **Receipts**

Provider shall require THPP Participant to provide receipts for purchases made with their allowance(s) for food, clothing, and personal need items. In addition, each Participant shall remit the amount of their telephone bill monthly from their allowance for payment. A copy of each month's receipt for the telephone bill, signed by the Provider, shall be placed in the THPP Participant Record Folder.

### **Recreation**

Provider shall ensure that each THPP Participant has resources, such as information on free community events of interest to the Participant and the opportunity for regular leisure time, rest/exercise, and informal daily recreational activities, such as appropriate reading material, games, television, radio, VCR, etc. Provider shall provide Participant, including transportation and admission, with weekly/monthly activities such as outings to the park, beach, movies, sporting events, concerts, cultural events, community events and other forms of recreation.

### **No Substitute for Money Except Pre-Paid Telephone Card**

Except for monthly pre-paid telephone cards or pre-paid telephone calling plans, Provider shall **not** under any circumstances substitute non-monetary allowance items as replacements for monetary allowances due to the Participant. Such non-monetary items include but are not limited to, pre-paid food cards, gift certificates, money orders, food/clothing vouchers, retail gift cards and retail gift certificate or vouchers.

### **Housing**

Provider shall work diligently with CSW/DPO and ensure that each THPP Participant has secured affordable housing prior to emancipation in accordance with Participant's TILP.

### **Emergency/Disaster Plan**

Provider shall provide disaster/emergency preparedness training to prepare Participant in case of earthquakes, fire, floods, or other disaster.

### **Apartment Cleanliness**

Participant shall be required to perform all routine chores of maintaining their Unit and will be monitored for compliance by CONTRACTOR.

### **Nutrition and Food Management, Storage, and Preparation**

Training shall include at minimum, proper nutrition, a balanced diet, shopping for food, handling and preparing food for a nutritious and appetizing meal, and health and safety regulations for food storage and preparation, comparison shopping and using coupons.

If at any time a Participant and/or his/her child(ren) requires a special diet, the Provider shall provide training on preparing meals that meet the Participant's or child's special dietary needs.

### **Employment**

CONTRACTOR shall provide THPP Participant with the skills and experiences to enable them to obtain and retain employment.

### **Medical and Dental Care Training**

Training shall include how to receive adequate medical care while participating in the THPP program and after emancipation. The training shall include but not be limited to the following topics:

### **Medi-Cal Card**

How to use his/her Medi-Cal Card including how to obtain medical insurance after emancipation.

### **Routine Medical Care**

How to access medical care to meet his/her needs, including identifying a California Children's Health and Disability Prevention (CHDP) program provider/doctor or a doctor who provides CHDP equivalent exams and follow through.

### **Emergency Medical Care**

Emergency medical treatment instructions are to be provided to each THPP Participant.

### **Dental Care/Oral Hygiene Training**

Training shall include proper dental care and oral hygiene, how to find a dentist, and how to contact a dentist for routine or emergency dental care.

### **Monitoring of Participant's Educational Progress**

Provider shall contact each THPP Participant's school counselor on a monthly basis to discuss the Participant's current high school credits and achievement level. Provider shall request assistance from Participant's school teachers in providing appropriate homework and education enrichment activities to assist the Participant in completion of high school requirements.

Provider shall also ensure that the needs of the THPP Participant are met as defined in the THPP Participant case plan.

Provider shall monitor to ensure that each THPP Participant spends at least two (2) hours each day including weekends, if necessary, to complete homework assigned by the Participant's school.

Provider shall provide resources for tutoring and/or a mentor for each THPP Participant and ensure to the extent feasible that the Participant maintains at least a "C" grade point average while attending school.

### **Discharge and Removal of a Participant**

Unless a THPP Participant is at risk or a risk to others or in imminent danger, Provider shall use due diligence to stabilize the situation that might lead to the discharge of a Participant from the THPP program.

**Legal Rights and Community Resources**

Participant shall be informed on their legal rights and responsibilities and the community resources that are available.



**Transitional Housing Placement Program Contract  
Rights and Responsibilities  
of the Participant and the Provider**



I understand and agree to my rights and responsibilities in the THPP Contract and understand the responsibilities of the THPP Provider.

\_\_\_\_\_

**THPP Participant**

\_\_\_\_\_

**Date**

I understand and agree to the THPP Participant's rights and responsibilities and the responsibilities of the THPP Provider.

\_\_\_\_\_

**CSW/DPO**

\_\_\_\_\_

**Date**

I understand and agree to the THPP Participants rights and responsibilities and I agree and understand my responsibilities.

\_\_\_\_\_ by:  
**(THPP Agency Name)**

\_\_\_\_\_

**THPP Agency's Authorized Name and Signature**

\_\_\_\_\_

**Date**

**TRANSITIONAL HOUSING PLACEMENT PROGRAM  
PRICING SCHEDULE**

CONTRACTOR hereby agrees to perform the services, the scope of which is set forth in the above-identified contract for the County of Los Angeles, under all of the terms and conditions specified in the Statement of Work, Exhibits, Performance Requirements Summary, Attachments and Contract.

Prices include all applicable charges and costs associated with receipt, delivery, confirmation, and any other costs necessary in the performance of all tasks outlined in the Statement of Work, Exhibits, Performance Requirements Summary, Attachments, and Contract.

TRANSITIONAL HOUSING PLACEMENT PROGRAM (THPP)	Price Per Unit of Service
CONTRACTOR shall not exceed the maximum capacity of XXX THPP participants every month.	\$3,462.00/month

\_\_\_\_\_

Authorized Signature

\_\_\_\_\_

Print Name and Title

\_\_\_\_\_

Date

TRANSITIONAL HOUSING PLACEMENT PROGRAM (THPP)

**LINE ITEM BUDGET**



Department of Children and Family Services  
Transitional Housing Placement Program (THPP)

**INSTRUCTIONS FOR PREPARING LINE ITEM BUDGET AND BUDGET JUSTIFICATION  
NARRATIVE.**

The following are the instructions for completing the Line Item Budget Sheet.

Instructions:

Provide identifying information by entering the Contractor's Name, and Service Category:

Program Expenses:

There are 2 kinds of expenses or costs under this project; **Direct Costs and Indirect Costs:**

**Direct Costs** are those costs that can be identified specifically with a particular program, which in this case is the THPP program. Examples of direct costs include salaries and benefits of employees working on the program, Payroll taxes like FICA, Medicare and Workers' Compensation, supplies and other items purchased specifically for the program, and Support Services Expenses.

A. Salaries and Employee Benefits

- Title of position: List each staff classification who provide direct services, except consultants.
- Full Time Equivalent (FTE). Enter the total percentage of time that each employee will work for this particular type of service. If all of the employee's time will be spent on this contract put 100% (100% means 40 hours per week). If less than 40 hours per week will be spent on the contract by an employee, enter the correct percentage of time.
- Hourly Rate. Enter the hourly rate of the employee. If the employee is salaried, and paid monthly, divide the monthly salary by 173.33 hours to arrive at his/her hourly rate. (173.33 hours is the equivalent number of hours a salaried employee worked for a month).
- Monthly Salary: For each position, multiply Full Time Equivalent (FTE) by the employee hourly rate then multiply by 173.33 hours.
- Total Salaries: Add the amounts in the Monthly Salary Column.
- Employee Benefits: Indicate the costs of each benefits for which the agency is responsible (e.g., FICA, SUI, Worker's Compensation, retirement, medical and dental insurance).
- Payroll Taxes: List all appropriate payroll taxes, e.g., FICA, SUI, Workers' Compensation.

B. Support Services Expenses and other Miscellaneous Expenses:

List all other expenses specifically related to the program and indicate total cost to be charged for each. Examples are, telephone, food voucher, rental subsidy, educational supplies, office supplies

Total Direct Costs is the sum of A and B.

Indirect Costs:

Indirect costs are those costs that have been incurred for common or joint objectives and cannot be readily identified with a particular final cost objective or program. Examples of indirect costs

include salaries, employee benefits, supplies, and other costs related to general administration of the organization, depreciation and use allowances, and the salaries and expenses of executive officers, personnel administration, and accounting.

Total Indirect Costs - Sum of all other expenses under Indirect Cost.

Total Monthly Costs - Sum of Total Direct and Indirect Costs

## BUDGET JUSTIFICATION INSTRUCTIONS

On a separate page, clearly labeled as budget justification (place immediately after the Line Item Budget Sheet), write a brief narrative justification for each of the amounts entered on the line item budget sheet.

### **A. Salaries and Employee Benefits**

List each position by job title and educational degree, and justify each position by relating it to specific program objectives. Do not include consultants/sub-contractors in this category. Also indicate any positions that are to be paid on an hourly rate, the rate and expected number of hours to be worked, both in the budget and in the justification text (e.g., 100 hours x \$15.00/hour). For personnel who provide both direct service and administrative responsibilities, indicate the percent (%) and dollar amount attributed to each.

Please specify the employee benefits rate, and identify any position for which no benefits will be paid.

### **B. Support Services Expenses and other Miscellaneous Expenses:**

Identify and justify all costs necessary for the performance of the program. The costs should conform to your proposed program objectives. If there is facility rent/lease, identify the address of the facility where program services will be provided. Indicate the total square footage and amount that will be charged to the contracted program.

### **C. Indirect Cost**

Identify the indirect cost rate (if any) and the basis upon which the rate is computed.

Indirect cost or administrative overhead are costs that were incurred for a common joint purpose benefiting more than one cost objective, and not readily attributable to any particular program or service. These costs include salaries, wages, and fringe benefits of administrative personnel whose effort benefits more than one cost objective; operational and maintenance costs that benefit more than one cost objective; and/or expenses such as rent for percentage of space occupied by administrative personnel.

## EXHIBIT C: THPP Program Statement

County of Los Angeles  
Department of Children and Family Services

**EXHIBIT D: ATTACHMENTS**

**CONTRACTOR'S EQUAL EMPLOYMENT OPPORTUNITY (EEO) CERTIFICATION**

---

Contractor's Name

---

Address

---

Internal Revenue Service Employer Identification Number

**GENERAL**

In accordance with the Section 22001, Administrative Code of the County of Los Angeles, the contractor, supplier, or vendor certifies and agrees that all persons employed by such firm, its affiliates, subsidiaries, or holding companies are and will be treated equally by the firm without regard to or because of race, religion, ancestry, national origin or sex and in compliance with all anti-discrimination laws of the United States of America and the State of California.

**CONTRACTOR'S CERTIFICATION**

- |    |   |         |        |
|----|---|---------|--------|
| 1. | The CONTRACTOR has a written policy statement prohibiting discrimination in all phases of employment.   | YES [ ] | NO [ ] |
| 2. | The CONTRACTOR periodically conducts a self-analysis or utilization analysis of its work force.   | YES [ ] | NO [ ] |
| 3. | The CONTRACTOR has a system for determining if its employment practices are discriminatory against protected groups.  | YES [ ] | NO [ ] |
| 4. | Where problem areas are identified in employment practices, the CONTRACTOR has a system for taking reasonable corrective action to include establishment of goals or time tables. | YES [ ] | NO [ ] |

---

Name of Firm

---

Print Name and Title

---

Authorized Signature

---

Date

COMMUNITY BUSINESS ENTERPRISE FORM (CBE)

**FIRM/ORGANIZATION INFORMATION**

INSTRUCTIONS: **All Bidders/contractors must have this form on file** with the Department of Children and Family Services to be considered in compliance with federal, state and local contracting regulations. The information requested below is for statistical purposes only. Categories listed below are based on those described in 49 CFR § 23.5. Complete this form as indicated. **Non-profit firms are exempt from completing this form** -- indicate the type of business structure as "Non-profit Organization" and return the form to DCFS.

**TYPE OF BUSINESS STRUCTURE:** \_\_\_\_\_  
 (Corporation, Partnership, Sole Proprietorship, etc. – Non-profit organizations indicate here and discontinue)

**TOTAL NUMBER OF EMPLOYEES IN FIRM (including owners):** \_\_\_\_\_

**CULTURAL/ETHNIC COMPOSITION OF FIRM (Partners, Associate Partners, Managers, Staff, etc.). Please break down the above total number of employees into the following categories:**

	OWNERS/ PARTNERS/ ASSOCIATE PARTNERS	MANAGERS	STAFF
Black/African American			
Hispanic/Latin American			
Asian American			
American Indian/Alaskan Native			
White			
<b>Based on the above categories, please indicate the total numbers of men and women in the firm:</b>			
Male			
Female			

**PERCENTAGE OF OWNERSHIP IN FIRM** Please indicate by percentage (%) how ownership of the firm is distributed.

	BLACK/ AFRICAN AMERICAN	HISPANIC/ LATIN AMERICAN	ASIAN AMERICAN	AMERICAN INDIAN/ ALASKAN NATIVE	WHITE
Men	%	%	%	%	%
Women	%	%	%	%	%

**CERTIFICATION AS MINORITY, WOMEN, DISADVANTAGED, AND DISABLED VETERANS BUSINESS ENTERPRISES** Is your firm currently certified as a minority, women-owned, disadvantaged or disabled veterans business enterprise by a public agency? (If yes, complete the following and attach a copy of your notice of certification.)

M W D DV

Agency \_\_\_\_\_ Expiration Date \_\_\_\_\_

LEGEND: M = Minority; W = Women; D = Disadvantaged; DV = Disabled Veterans

**LAC/CBE SANCTIONS**

1. A person or business shall not:
  - a. Knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining, retaining or attempting to obtain or retain, acceptance or certification as a minority or women business enterprise, or both, for the purposes of this article.
  - b. Willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the acceptance or certification or denial of acceptance or certification of any entity as a minority or women business enterprise, or both.
  - c. Willfully and knowingly obstruct, impede, or attempt to obstruct or impede, any county official or employee who is investigating the qualifications of a business entity which has requested acceptance or certification as a minority or women business enterprise, or both.
  - d. Knowingly and with intent to defraud, fraudulently obtain, attempt or obtain, or aid another person or business in fraudulently obtaining or attempting to obtain, public moneys to which the person or business is not entitled under this article.
2. Any person or business who violates paragraph (1) shall be suspended from bidding on, or participating as contractor, Subcontractor, or supplier in any County contract or project for a period of three years.
3. No County agency with the powers to award contracts shall enter into any contract with any person or business suspended for violating this section during the period of the person's or business' suspension. No awarding department shall award a contract to any contractor utilizing the services of any person or business as a Subcontractor suspended for violating this section during the period of the person's or business suspension.

I acknowledge, that the undersigned, on behalf of himself or herself individually and on behalf of his or her business or organization, if any, is fully aware of the above policy of the County of Los Angeles and I declare under penalty of perjury that the foregoing Firm/Organization Information is true and correct.

\_\_\_\_\_  
AUTHORIZED SIGNATURE

\_\_\_\_\_  
DATE

\_\_\_\_\_  
Name / Title / Name of Company or Organization

**CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT**

(Note: This certification is to be executed and returned to County with Contractor's executed Contract. Work cannot begin on the Contract until County receives this executed document.)

CONTRACTOR NAME \_\_\_\_\_

GENERAL INFORMATION:

The Contractor referenced above has entered into a contract with the County of Los Angeles to provide certain services to the County. The County requires the Corporation to sign this Contractor Acknowledgement, Confidentiality, and Copyright Assignment Agreement.

CONTRACTOR ACKNOWLEDGEMENT:

Contractor understands and agrees that the Contractor employees, consultants, Outsourced Vendors and independent contractors (Contractor's Staff) that will provide services in the above referenced agreement are Contractor's sole responsibility. Contractor understands and agrees that Contractor's Staff must rely exclusively upon Contractor for payment of salary and any and all other benefits payable by virtue of Contractor's Staff's performance of work under the above-referenced contract.

Contractor understands and agrees that Contractor's Staff are not employees of the County of Los Angeles for any purpose whatsoever and that Contractor's Staff do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles by virtue of my performance of work under the above-referenced contract. Contractor understands and agrees that Contractor's Staff will not acquire any rights or benefits from the County of Los Angeles pursuant to any agreement between any person or entity and the County of Los Angeles.

CONFIDENTIALITY AGREEMENT:

Contractor and Contractor's Staff may be involved with work pertaining to services provided by the County of Los Angeles and, if so, Contractor and Contractor's Staff may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, Contractor and Contractor's Staff may also have access to proprietary information supplied by other vendors doing business with the County of Los Angeles. The County has a legal obligation to protect all such confidential data and information in its possession, especially data and information concerning health, criminal, and welfare recipient records. Contractor and Contractor's Staff understand that if they are involved in County work, the County must ensure that Contractor and Contractor's Staff will protect the confidentiality of such data and information. Consequently, Contractor must sign this Confidentiality Agreement as a condition of work to be provided by Contractor's Staff for the County.

**ATTACHMENT C-1**

Contractor and Contractor’s Staff hereby agrees that they will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced contract between Contractor and the County of Los Angeles. Contractor and Contractor’s Staff agree to forward all requests for the release of any data or information received to County’s Project Manager.

Contractor and Contractor’s Staff agree to keep confidential all health, criminal, and welfare recipient records and all data and information pertaining to persons and/or entities receiving services from the County, design concepts, algorithms, programs, formats, documentation, Contractor proprietary information and all other original materials produced, created, or provided to Contractor and Contractor’s Staff under the above-referenced contract. Contractor and Contractor’s Staff agree to protect these confidential materials against disclosure to other than Contractor or County employees who have a need to know the information. Contractor and Contractor’s Staff agree that if proprietary information supplied by other County vendors is provided to me during this employment, Contractor and Contractor’s Staff shall keep such information confidential.

Contractor and Contractor’s Staff agree to report any and all violations of this agreement by Contractor and Contractor’s Staff and/or by any other person of whom Contractor and Contractor’s Staff become aware.

Contractor and Contractor’s Staff acknowledge that violation of this agreement may subject Contractor and Contractor’s Staff to civil and/or criminal action and that the County of Los Angeles may seek all possible legal redress.

The County shall have the right to register all copyrights in the name of the County of Los Angeles and shall have the right to assign, license, or otherwise transfer any and all of the County's right, title, and interest, including, but not limited to, copyrights, in and to the items described above.

Contractor and Contractor’s Staff acknowledge that violation of this agreement may subject them to civil and/or criminal action and that the County of Los Angeles may seek all possible legal redress.

SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_/\_\_\_\_/\_\_\_\_

PRINTED NAME: \_\_\_\_\_

POSITION: \_\_\_\_\_

## CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT FORM

**(Note: This certification is to be executed and returned to County with Contractor's executed Contract. Work cannot begin on the Contract until County receives this executed document.)**

Contractor Name \_\_\_\_\_ Contract No. \_\_\_\_\_

Employee Name \_\_\_\_\_

### GENERAL INFORMATION:

Your employer referenced above has entered into a contract with the County of Los Angeles to provide certain services to the County. The County requires your signature on this Contractor Employee Acknowledgement and Confidentiality Agreement.

### EMPLOYEE ACKNOWLEDGEMENT:

I understand and agree that the Contractor referenced above is my sole employer for purposes of the above-referenced contract. I understand and agree that I must rely exclusively upon my employer for payment of salary and any and all other benefits payable to me or on my behalf by virtue of my performance of work under the above-referenced contract.

I understand and agree that I am not an employee of the County of Los Angeles for any purpose whatsoever and that I do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles by virtue of my performance of work under the above-referenced contract. I understand and agree that I do not have and will not acquire any rights or benefits from the County of Los Angeles pursuant to any agreement between any person or entity and the County of Los Angeles.

I understand and agree that I may be required to undergo a background and security investigation(s). I understand and agree that my continued performance of work under the above-referenced contract is contingent upon my passing, to the satisfaction of the County, any and all such investigations. I understand and agree that my failure to pass, to the satisfaction of the County, any such investigation shall result in my immediate release from performance under this and/or any future contract.

### CONFIDENTIALITY AGREEMENT:

I may be involved with work pertaining to services provided by the County of Los Angeles and, if so, I may have access to confidential data, information, and records pertaining to persons and/or entities receiving services from the County. In addition, I may also have access to proprietary information supplied by other vendors doing business with the County of Los Angeles.

The County has a legal obligation to protect all data, information, and records made confidential by any federal, state and/or local laws or regulations (hereinafter referred to collectively as "CONFIDENTIAL DATA, INFORMATION, AND RECORDS") in its possession, especially juvenile, health, mental health, education, criminal, and welfare recipient records. (See e.g. 42 USC 5106a; 42 USC 290dd-2; 42 CFR 2.1 et seq.; Welfare & Institutions Code sections 827, 4514, 5238, and 10850; Penal Code sections 1203.05 and 11167 et seq.; Health & Safety Code sections 120975, 123110 et seq. and 123125; Civil Code section 56 et seq.; Education Code sections 49062 and 49073 et seq.; California Rules of Court, rule 1423; and California Department of Social Services Manual of Policies and Procedures, Division 19).

I understand that if I am involved in County work, the County must ensure that I, too, will protect the confidentiality of such CONFIDENTIAL DATA, INFORMATION, AND RECORDS. Consequently, I understand that I must sign this agreement as a condition of my work to be provided by my employer for the County. I have read this agreement and have taken due time to consider it prior to signing.

**I hereby agree to protect all CONFIDENTIAL DATA, INFORMATION, AND RECORDS learned or obtained by me, in any manner or form, while performing work pursuant to the above-referenced contract between my employer and the County of Los Angeles. Further, I hereby agree that I will not discuss, disclose, or disseminate, in any manner or form, such CONFIDENTIAL DATA, INFORMATION, AND RECORDS which I learned or obtained while performing work pursuant to the above-referenced contract between my employer and the County of Los Angeles to any person not specifically authorized by law or by order of the appropriate court. I agree to forward all requests for the release of any CONFIDENTIAL DATA, INFORMATION, AND RECORDS received by me to my immediate supervisor.**

**ATTACHMENT C2 Cont.**

**I understand that I may not discuss, disclose, or disseminate anything to anyone not specifically authorized by law or by order of the appropriate court which could potentially identify an individual who is the subject of or referenced to in any way in any CONFIDENTIAL DATA, INFORMATION, AND RECORDS.**

I further agree to keep confidential all CONFIDENTIAL DATA, INFORMATION, AND RECORDS pertaining to persons and/or entities receiving services from the County, design concepts, algorithms, programs, formats, documentation, Contractor proprietary information and all other original materials produced, created, or provided to or by me under the above-referenced contract. I agree that if proprietary information supplied by other County vendors is provided to me during this employment, I shall keep such information confidential.

I further agree to report to my immediate supervisor any and all violations of this agreement by myself and/or by any other person of whom I become aware. I agree to return all CONFIDENTIAL DATA, INFORMATION, AND RECORDS to my immediate supervisor upon completion of this contract or termination of my employment with my employer, whichever occurs first.

I understand and acknowledge that the unauthorized discussion, disclosure, or dissemination, in any manner or form, of CONFIDENTIAL DATA, INFORMATION, AND RECORDS may subject me to civil and/or criminal penalties.

SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_/\_\_\_\_/\_\_\_\_

PRINTED NAME: \_\_\_\_\_

POSITION: \_\_\_\_\_

**CONTRACT FOR CONTRACTOR NON-EMPLOYEE  
ACKNOWLEDGEMENT, CONFIDENTIALITY AGREEMENT**

**(Note: This certification is to be executed and returned to County with Contractor's executed Contract. Work cannot begin on the Contract until County receives this executed document.)**

Contractor Name \_\_\_\_\_ Contract No. \_\_\_\_\_

Non-Employee Name \_\_\_\_\_

GENERAL INFORMATION:

The Contractor referenced above has entered into a contract with the County of Los Angeles to provide certain services to the County. The County requires your signature on this Contractor Non-Employee Acknowledgement and Confidentiality Agreement.

NON-EMPLOYEE ACKNOWLEDGEMENT:

I understand and agree that the Contractor referenced above has exclusive control for purposes of the above-referenced contract. I understand and agree that I must rely exclusively upon the Contractor referenced above for payment of salary and any and all other benefits payable to me or on my behalf by virtue of my performance of work under the above-referenced contract.

I understand and agree that I am not an employee of the County of Los Angeles for any purpose whatsoever and that I do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles by virtue of my performance of work under the above-referenced contract. I understand and agree that I do not have and will not acquire any rights or benefits from the County of Los Angeles pursuant to any agreement between any person or entity and the County of Los Angeles.

I understand and agree that I may be required to undergo a background and security investigation(s). I understand and agree that my continued performance of work under the above-referenced contract is contingent upon my passing, to the satisfaction of the County, any and all such investigations. I understand and agree that my failure to pass, to the satisfaction of the County, any such investigation shall result in my immediate release from performance under this and/or any future contract.

CONFIDENTIALITY AGREEMENT:

I may be involved with work pertaining to services provided by the County of Los Angeles and, if so, I may have access to confidential data, information, and records pertaining to persons and/or entities receiving services from the County. In addition, I may also have access to proprietary information supplied by other vendors doing business with the County of Los Angeles.

The County has a legal obligation to protect all data, information, and records made confidential by any federal, state and/or local laws or regulations (hereinafter referred to collectively as "CONFIDENTIAL DATA, INFORMATION, AND RECORDS") in its possession, especially juvenile, health, mental health, education, criminal, and welfare recipient records. (See e.g. 42 USC 5106a; 42 USC 290dd-2; 42 CFR 2.1 et seq.; Welfare & Institutions Code sections 827, 4514, 5238, and 10850; Penal Code sections 1203.05 and 11167 et seq.; Health & Safety Code sections 120975, 123110 et seq. and 123125; Civil Code section 56 et seq.; Education Code sections 49062 and 49073 et seq.; California Rules of Court, rule 1423; and California Department of Social Services Manual of Policies and Procedures, Division 19).

I understand that if I am involved in County work, the County must ensure that I, too, will protect the confidentiality of such CONFIDENTIAL DATA, INFORMATION, AND RECORDS. Consequently, I understand that I must sign this agreement as a condition of my work to be provided by the above-referenced Contractor for the County. I have read this agreement and have taken due time to consider it prior to signing.

**I hereby agree to protect all CONFIDENTIAL DATA, INFORMATION, AND RECORDS learned or obtained by me, in any manner or form, while performing work pursuant to the above-referenced contract between the above-referenced Contractor and the County of Los Angeles. Further, I hereby agree that I will not discuss, disclose, or disseminate, in any manner or form, such CONFIDENTIAL DATA, INFORMATION, AND RECORDS which I learned or obtained while performing work pursuant to the above-referenced contract between the above-referenced Contractor and the County of Los Angeles to any person not specifically authorized by law or by order of the appropriate court. I agree to forward all requests for the release of any CONFIDENTIAL DATA, INFORMATION, AND RECORDS received by me to the above-referenced Contractor.**

**I understand that I may not discuss, disclose, or disseminate anything to anyone not specifically authorized by law or by order of the appropriate court which could potentially identify an individual who is the subject of or referenced to in any way in any CONFIDENTIAL DATA, INFORMATION, AND RECORDS.**

I further agree to keep confidential all CONFIDENTIAL DATA, INFORMATION, AND RECORDS pertaining to persons and/or entities receiving services from the County, design concepts, algorithms, programs, formats, documentation, Contractor proprietary information and all other original materials produced, created, or provided to or by me under the above-referenced contract. I agree that if proprietary information supplied by other County vendors is provided to me during this employment, I shall keep such information confidential.

I further agree to report to the above-referenced Contractor any and all violations of this agreement by myself and/or by any other person of whom I become aware. I agree to return all CONFIDENTIAL DATA, INFORMATION, AND RECORDS to the above-referenced Contractor upon completion of this contract or termination of my services hereunder, whichever occurs first.

I understand and acknowledge that the unauthorized discussion, disclosure, or dissemination, in any manner or form, of CONFIDENTIAL DATA, INFORMATION, AND RECORDS may subject me to civil and/or criminal penalties.

SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_/\_\_\_\_/\_\_\_\_

PRINTED NAME: \_\_\_\_\_

POSITION: \_\_\_\_\_

**AUDITOR–CONTROLLER CONTRACT ACCOUNTING  
AND ADMINISTRATION HANDBOOK**

The following handbook is designed for inclusion in most contracts for services entered into by County departments. The purpose of the handbook is to establish accounting, internal control, financial reporting, and contract administration standards for organizations (contractors) who contract with the County.

## **AUDITOR-CONTROLLER CONTRACT ACCOUNTING AND ADMINISTRATION HANDBOOK**

The purpose of this Handbook is to establish required accounting, financial reporting, and internal control standards for entities (contractor), which contract with the Los Angeles County.

The accounting, financial reporting and internal control standards described in this Handbook are fundamental. These standards are not intended to be all-inclusive or replace acceptable existing procedures or preclude the use of more sophisticated methods. Instead, this Handbook represents the minimum required procedures and controls that must be incorporated into a CONTRACTOR's accounting and financial reporting systems. The internal control standards described are those that apply to organizations with adequate staffing. Organizations with a smaller staff must attempt to comply with the intent of the standards and implement internal control systems appropriate to the size of their staff/organization. The CONTRACTOR's Subcontractors must also follow these standards unless otherwise stated in the Contract.

### **A. ACCOUNTING AND FINANCIAL REPORTING**

#### **1.0 BASIS OF ACCOUNTING**

Contractors may elect to use either the cash basis or accrual basis method of accounting for recording financial transactions. Monthly invoices must be prepared on the same basis that is used for recording financial transactions.

1.1 The County recommends the use of the accrual basis for recording financial transactions.

##### Accrual Basis

Under the accrual basis, revenues are recorded in the accounting period in which they are earned (rather than when cash is received). Expenditures are recorded in the accounting period in which they are incurred (rather than when cash is disbursed).

##### Accruals

Accruals shall be recorded observing the following:

- ◆ Only accruals where cash will be disbursed within six months of the accrual date should be recorded.
- ◆ Recorded accruals must be reversed in the subsequent accounting period.

1.2 If an agent elects to use the cash basis for recording financial transactions during the year:

- ◆ Necessary adjustments must be made to record the accruals at the beginning and the end of the contract.
- ◆ All computations, supporting records, and explanatory notes used in converting from cash basis to the accrual basis must be retained.

### 1.3 Prepaid Expenses

Prepaid expenses (e.g., insurance, service agreements, lease agreements, etc.) should only be expensed during a given Agreement year to the extent goods and services are received during that Agreement year.

## 2.0 ACCOUNTING SYSTEM

Each agent shall maintain a double entry accounting system (utilizing debits and credits) with a General Journal, a Cash Receipts Journal, a General Ledger, and a Cash Disbursements Journal. The County recommends that a Payroll Register also be maintained. Postings to the General Ledger and Journals should be made on a monthly basis.

### 2.1 General Journal

A General Journal shall be maintained for recording adjusting entries, reversing entries, closing entries, and other financial transactions not normally recorded in the Cash Receipts Journal or Cash Disbursements Journal. Entries in the General Journal must be adequately documented, and entered in chronological order with sufficient explanatory notations.

Example:	DR	CR
Rent Expense	100	
Rent Payable		100

To record accrued rent to March 31, 20XX

### 2.2 Cash Receipts Journal

A Cash Receipts Journal shall be maintained for recording all cash receipts (e.g., County warrants, contributions, interest income, etc.).

The Cash Receipts Journal shall contain (minimum requirements) the following column headings:

- Date
- Receipt number
- Cash debit columns
- Income credit columns for the following accounts:
  - County payments (one per funding source)
  - Contributions
  - Other Income (Grants, sales of supplies/services, rental income, miscellaneous revenue, fees, etc.)
- Description (Entries in the description column must specify the source of cash receipts.)

### 2.3 Cash Disbursements Journal

A Cash Disbursements Journal shall be maintained for recording all cash disbursements (e.g., rent, utilities, maintenance, etc.)

The Cash Disbursements Journal shall contain (minimum requirements) the following column headings:

- Date
- Check number
- Cash (credit) column
- Expense account name
- Description

Note (1) Separate expense columns are recommended for salary expense and other recurring expense classifications for each program.

Note (2) Entries in the description column must specify the nature of the expense and the corresponding expense classification if not included in the column heading.

Note (3) Checks should not be written to employees (other than payroll, mileage, travel, and petty cash custodian checks.)

A Check Register may be substituted for the Cash Disbursements Journal, but this is not recommended. If used, the Check Register must contain the same expense classifications and description information required when a Cash Disbursements Journal is used.

Disbursements without supporting documentation will be disallowed on audit. Cancelled checks and credit card statements (VISA, AMEX, department store, etc.) will not constitute acceptable support. (See Section A.3.2 and B.2.4) for additional guidance.

### 2.4 General Ledger

A General Ledger shall be maintained with accounts for all assets, liabilities, fund balances, expenditures, and revenues. Separate accounts must be maintained for each County program's expenses and revenues.

### 2.5 Chart of Accounts

A Chart of Accounts shall be maintained:

- The County recommends that agents use the expense account titles on the monthly invoice submitted to the County.
- If the contractor uses account titles, which differ from the account titles on the monthly invoice, each account title must clearly identify the nature of the transaction(s) posted to the account.
- Contractor must consistently post transactions that are of a similar nature to the same account. For example, all expenses for travel shall be posted to the

account titled "travel" or "travel expense" and not intermixed with other expense accounts.

## 2.6 Payroll Register

The County recommends that a Payroll Register be maintained for recording all payroll transactions. The Register should contain the following:

- Name
- Position
- Social Security Number
- Salary (hourly wage)
- Payment Record including:
  - Accrual period
  - Gross pay
  - Itemized payroll deductions
  - Net pay amount
  - Check Number

If a Payroll Register is not used, the information in (2.6) must be recorded in the cash disbursement journal.

CONTRACTOR will ensure compliance with all applicable federal and State requirements for withholding payroll taxes (FIT, FICA, FUTA, SIT, SIU, etc.), reporting, filing (941, DE-7, W-2, W-4 and 1099s), and all applicable tax deposits.

Contractor will ensure compliance with Internal Revenue Service guidelines in properly classifying employees and independent contractors.

## 2.7 Contractor Invoices

Each agent shall present an invoice to the County each calendar month to report the financial activity of the month. In addition, if advanced funding is involved, an invoice shall be presented at the beginning of the contract period. Invoices shall be prepared in the manner prescribed by the County's contracting department.

## **3.0 RECORDS**

Adequate care shall be exercised to safeguard the accounting records and supporting documentation. Any destruction or theft of the CONTRACTOR's accounting records or supporting documentation shall be immediately reported to the County.

### 3.1 Retention

All accounting records (e.g., journals, ledgers, etc.), financial records and supporting documentation (e.g., invoices, receipts, checks, etc.) must be retained for a minimum of five years after the termination of the CONTRACTOR's agreement.

### 3.2 Supporting Documentation

All revenues and expenditures shall be supported by original vouchers, invoices, receipts, or other documentation and shall be maintained in the manner described herein.

Invoices, receipts and canceled checks will be required to support an outlay of funds. Unsupported disbursements will be disallowed on audit. CONTRACTOR will be required to repay COUNTY for all disallowed costs. Photocopied invoices or receipts, any internally generated documents (i.e., vouchers, request for check forms, requisitions, canceled checks, etc.), and account statements do not constitute supporting documentation for purchases.

Supporting documentation is required for various types of expenditures as follows:

**Payroll** – time and attendance records signed by the employee and approved in writing by the supervisor, time distribution records by program accounting for total work time on a daily basis for all employees, records showing actual expenditures for Social Security and unemployment insurance, State and federal quarterly tax returns, federal W-2 forms, and federal W-4 forms.

**Consultant Services** – contracts, time and attendance records, billing rates, travel vouchers detailing purpose, time and location of travel, purchase orders and invoices for supplies and invoices or other supporting documentation detailing the nature of services provided.

**Travel** – travel policies of the CONTRACTOR (written); travel expense vouchers showing location, date and time of travel, purpose of trip, and rates claimed; vehicle mileage logs showing dates, destination and headquarters, purpose of trip, and mileage. Travel related to conferences should include conference literature detailing purpose of the conference. Reimbursement rates for mileage shall not exceed applicable federal guidelines.

Reimbursement for actual receipts or per diem rates for meal expenses shall not exceed the maximum County's reimbursement rate for employees.

Receipts shall be required for lodging for approved out-of-town travel dates. Maximum reimbursable lodging amount is the maximum COUNTY reimbursement rate for employees for a single occupancy hotel accommodation.

**Operating Expenses** (e.g., utilities, office supplies, equipment rentals, etc.) – bona fide contracts or lease agreements, if any, and invoices and receipts detailing the cost and items purchased will constitute the primary supporting documentation. For internal control purposes, the CONTRACTOR may maintain vouchers, purchase orders, requisitions, stock received reports, bills of lading, etc.

**Outside Meals** - receipts and/or invoices for all meals, a record of the nature and purpose of each meal, and identification of the participants.

### 3.3 Payments to Affiliated Organizations or Persons

CONTRACTOR shall not make payments to affiliated organizations or persons for program expenses (e.g., salaries, services, rent, etc.) that exceed the lower of

actual cost or the reasonable cost for such expenses. A reasonable cost shall be the price that would be paid by one party to another when the parties are dealing at arm's length (fair market price).

Organizations or persons (related parties) related to the CONTRACTOR or its members by blood, marriage, or through legal organization (corporation, partnership, association, etc.) will be considered affiliated for purposes of this Agreement. County shall be solely responsible for the determination of affiliation unless otherwise allowed and approved by the State or federal agencies.

Payments to affiliated organizations or persons will be disallowed on audit to the extent the payments exceed the lower of actual costs or the reasonable costs for such items.

### 3.4 Filing

All relevant supporting documentation for reported program expenditures and revenues shall be filed in a systematic and consistent manner. It is recommended that supporting documents be filed as follows:

- Checks – numerically
- Invoices – vendor name and date
- Vouchers – numerically
- Receipts – chronologically
- Timecards – pay period and alphabetically

### 3.5 Referencing

Accounting transactions posted to the CONTRACTOR's books shall be appropriately cross-referenced to supporting documentation. It is recommended that expenditure transactions on the CONTRACTOR's books be cross-referenced to the supporting documentation as follows:

- Invoices – vendor name and date
- Checks – number
- Vouchers – number
- Revenue – receipt number

Supporting documentation for non-payroll expenditures (i.e., operating expenditures) should be cross-referenced to the corresponding check issued for payment. If multiple invoices are paid with one check, all related invoices should be bound together and cross-referenced to the check issued for payment.

## 4.0 **DONATIONS AND OTHER SOURCES OF REVENUE**

Restricted donations and other sources of revenue earmarked specifically for the Contract must be utilized on allowable contract expenditures.

## 5.0 **AUDITS**

The agent will make available for inspection and audit to County representatives, upon request, during working hours, during the duration of the contract and for a period of five

years thereafter, all of its books and records relating to the operation by it of each project or business activity which is funded in whole or part with governmental monies, whether or not such monies are received through the County. All such books and records shall be maintained at a location within Los Angeles County.

#### 5.1 Single Audit Requirements

OMB Circular 133, "Audits of State, Local Governments and Non Profit Organizations" requires that certain organizations receiving federal awards, including pass-through awards, have annual audits. Details are contained in the respective Circular.

A copy of any Single Audit reports must be filed with the County within the timeframes prescribed by the applicable Circular.

### 6.0 **SUBCONTRACTS**

No CONTRACTOR shall subcontract services without the prior written consent of the County.

CONTRACTOR shall provide County with copies of all executed subcontracts and shall be responsible for the performance of their Subcontractors.

## B. **INTERNAL CONTROLS**

Internal controls safeguard the CONTRACTOR's assets from misappropriations, misstatements or misuse. Each CONTRACTOR shall prepare necessary written procedures establishing internal controls for its personnel. The CONTRACTOR shall instruct all of its personnel in these procedures and continuously monitor operations to ensure compliance with them.

### 1.0 **CASH RECEIPTS**

#### 1.1 Separate Fund or Cost Center

All contract revenues shall be maintained in a bank account. If revenues from other sources are maintained in the same bank account, revenues for each source must be clearly identifiable on the accounting records through the use of cost centers or separate accounts.

#### 1.2 Deposits

All checks shall be restrictively endorsed upon receipt.

Cash received shall be recorded on pre-numbered receipts. Checks shall be recorded on a check remittance log at the time of receipt.

Cash receipts (i.e., cash and checks) totaling \$500 or more shall be deposited within one day of receipt. Collections of less than \$500 may be held and secured and deposited weekly or when the total reaches \$500, whichever occurs first.

Duplicate deposit slips shall be retained and filed chronologically, and shall contain sufficient reference information for comparison to the Cash Receipts Journal (and individual receipts, if applicable).

### 1.3 Separation of Duties

An employee who does not handle cash shall record all cash receipts.

### 1.4 Bank Reconciliation

Bank statements should be received and reconciled by someone with no cash handling, check writing, or bookkeeping functions.

Monthly bank reconciliation should be prepared within 30 days of the bank statement date and reviewed by management for appropriateness and accuracy. The bank reconciliation should be signed by both the preparer and the reviewer. Reconciling items should be resolved timely.

## 2.0 **DISBURSEMENTS**

### 2.1 General

All disbursements for expenditures, other than petty cash, shall be made by check. Blank check stock shall be secured and accounted for to preclude unauthorized use.

Checks shall not be payable to "cash" or signed in advance. Checks written to employees for reimbursement of out-of-pocket costs must be supported by receipts and invoices.

A second signature shall be required on all checks, unless otherwise specified in contract.

If the bookkeeper signs checks, a second signature shall be required on the checks, regardless of limits specified in contract.

Voided checks shall be marked void with the signature block cut out. The voided checks must be filed with the cancelled checks.

Unclaimed or undelivered checks shall be cancelled periodically.

All supporting documentation shall be referenced to check numbers and marked "paid" or otherwise canceled to prevent reuse or duplicate payments.

Disbursements without adequate supporting documentation will be disallowed on audit.

### 2.2 Approvals and Separation of Duties

Employees responsible for approving cash disbursements and/or signing of checks shall examine all supporting documentation at the time the checks are approved and signed.

All disbursements, excluding petty cash purchases, shall be approved by persons independent of check preparation and bookkeeping activities.

### 2.3 Petty Cash

A petty cash fund up to \$500 may be maintained for payment of small incidental expenses incurred by the CONTRACTOR (e.g., postage due, small purchases of office supply items, etc.). The CONTRACTOR must obtain written approval from the County to establish a petty cash fund greater than \$500.

Petty cash disbursements must be supported by invoices, store receipts or other external authenticating documents indicating the item purchased and the employee making the purchase. In the event that outside (external) supporting documentation is not obtainable for minor disbursements (under \$10), such as parking meters, etc., then documentation shall be considered as proper supporting documentation on a basis of reasonableness. Petty cash disbursements should not be used as a substitute for normal purchasing and disbursement practices i.e., payment by check).

The petty cash fund shall be maintained on an imprest basis. A check should be drawn to set up the fund and to make periodic reimbursements. Receipts, vouchers, etc., supporting each fund replenishment must be bound together, filed chronologically and cross referenced to the reimbursement check.

### 2.4 Credit Cards

The use of credit cards, both CONTRACTOR issued credit cards and an employee's personal credit cards used on behalf of the CONTRACTOR, should be limited to purchases where normal purchasing and disbursement practices are not suitable.

Credit cards issued in the CONTRACTOR's name must be adequately protected and usage monitored to ensure that only authorized and necessary items are purchased.

Credit card purchases should be pre-approved by CONTRACTOR management to ensure that they are reasonable and necessary.

All credit card disbursements must be supported by original invoices, store receipts or other external authenticating documents indicating the item purchased and the employee making the purchase. Credit card statements are not sufficient support for credit card purchases.

## 3.0 TIMEKEEPING

### 3.1 Timecards

Timecards or time reports must be prepared for each pay period. Timecards or time reports must indicate total hours worked each day by program and total hours charged to each of the CONTRACTOR's programs. Time estimates do not qualify as support for payroll expenditures and will be disallowed on audit.

All timecards and time reports must be signed in ink by the employee and the employee's supervisor to certify the accuracy of the reported time.

### 3.2 Personnel and Payroll Records

Adequate security must be maintained over personnel and payroll records with access restricted to authorized individuals.

Personnel and payroll records should include (but not be limited to) the following:

- Employee's authorized salary rate
- Employee information sheet
- Resume and/or application
- Proof of qualifications for the position, if required (e.g., notarized copy or original diploma, license, etc.)
- Performance evaluations
- Criminal record clearance
- Citizenship Status
- Benefit balances (e.g., sick time, vacation, etc.)

#### Benefit Balances

Employee benefit balances (e.g., sick time, vacation, personal time, etc.) should be maintained on at least a monthly basis. Benefit balances should be increased when benefit hours are earned and decreased as hours are used.

#### Limitations on Positions and Salaries

The CONTRACTOR shall pay no salaries higher than those authorized in the contract, or the attachments thereto, except as proscribed by state or federal law.

If an employee serves in the same or dual capacities under more than one Agreement or program, the employee may not charge more than 100% of their time to the contracts or programs taken as a whole.

Salaried employees who work less than 40 hours per week shall be paid a salary that corresponds with the employee's work schedule.

The salary expense of salaried employees working on more than one Agreement or program shall be allocated to each program based on the ratio of the number of hours worked on each program during the pay period to the total number hours worked during the pay period.

The CONTRACTOR will make no retroactive salary adjustment for any employee without written approval from the County.

#### Separation of Duties

Payroll checks should be distributed by persons not involved in timekeeping, preparing of payroll, or reconciling bank accounts.

All employee hires and terminations, or pay rate changes, shall be approved by authorized persons independent of payroll functions.

All employee hires and terminations, or pay rate changes shall be approved in writing by authorized persons independent of payroll functions.

#### **4.0 FIXED ASSETS**

A fixed asset is defined as an article of nonexpendable tangible personal property having a useful life of more than two years. The County recommends all fixed assets with an acquisition cost of \$1,000 or more per unit be capitalized.

Acquisition cost means the net invoice unit price of an item, including the cost of any modifications, attachments, accessories, or auxiliary apparatus necessary to make it usable for the purpose for which it was acquired.

##### **4.1 Acquisition**

Fixed asset purchases shall be approved by the Agency's Board of Directors or their authorized representative.

##### **4.2 Identification and Inventory**

All fixed assets purchased with Contract funds are to be used solely for the benefit of the Contract and should be appropriately tagged.

Each CONTRACTOR shall maintain a current listing of fixed assets, including the item description, serial number, date of purchase, acquisition cost and sources of funding.

An inventory of all fixed assets should be conducted at least once each year to ensure that all fixed assets are accounted for and maintained in proper working order.

##### **4.3 Security**

Physical security should be adequately maintained over fixed assets to prevent misuse and theft of County property.

##### **4.4 Property Management**

The CONTRACTOR shall assume responsibility and accountability for the maintenance of all non-expandable property purchased, leased, or rented with Contract funds.

The CONTRACTOR shall report promptly, in writing, to the County all cases of theft, loss, damage, or destruction of fixed assets. The report shall contain at a minimum, item identification, recorded value, facts relating to loss, and a copy of the law enforcement report.

CONTRACTOR shall dispose of or return to the County all fixed assets, in accordance with their Contract.

#### **5.0 BONDING**

All officers, employees, and agents who handle cash or have access to the agent's funds shall be bonded.

## **C. COST PRINCIPLES**

### **1.0 POLICY**

It is the intent of the COUNTY to provide funds for the purpose of CONTRACTOR providing services required by the Agreement. CONTRACTOR shall use these funds on actual expenses in an economical and efficient manner and ensure they are reasonable, proper and necessary costs of providing services and are allowable in accordance with the applicable OMB Circular.

#### **1.1. Limitations on Expenditures of Program Funds**

CONTRACTOR shall comply with the Agreement and the applicable OMB Circular. The Circular defines direct and indirect costs, discusses allowable cost allocation procedures and the development of Indirect Cost Rates, and specifically addresses the allowability of a variety of different costs.

If a CONTRACTOR is unsure of the allowability of any particular type of cost or individual cost, the CONTRACTOR should request advance written approval from the County prior to incurring the cost.

#### **1.2 Expenses Incurred Outside the Agreement Period**

Expenses charged against program funds may not be incurred prior to the effective date of the Agreement or subsequent to the Agreement termination date.

#### **1.3 Budget Limitation**

Expenses may not exceed the maximum limits shown on the contract budget.

#### **1.4 Unspent Funds**

The County will determine the disposition of unspent program funds upon termination of the contract.

#### **1.5 Necessary, Proper and Reasonable**

Only those expenditures that are necessary, proper and reasonable to carry out the purposes and activities of the Program are allowable.

### **2.0 ALLOCATION OF COST POOLS**

For CONTRACTORS that provide services in addition to the services required under contract, the CONTRACTOR shall allocate expenditures that benefit programs or funding sources on an equitable basis.

In accordance with the applicable OMB Circular, agencies shall define their allocable costs as either direct or indirect costs (as defined below) and allocate each cost using the basis most appropriate and feasible.

The CONTRACTOR shall maintain documentation related to the allocation of expenses (e.g., timecards, time summaries, square footage measurements, number of employees, etc.).

Under no circumstances shall allocated costs be charged to an extent greater than 100% of actual costs or the same cost be charged both directly and indirectly.

## 2.1 Direct Costs

Direct costs are those costs that can be identified specifically with a particular final cost objective (i.e., a particular program, service, or other direct activity of an organization). Examples of direct costs include salaries and benefits of employees working on the program, supplies and other items purchased specifically for the program, costs related to space used by employees working on the program, etc.

For all employees, other than general and administrative, the hours spent on each program (activity) should be recorded on employees' timecards and the payroll expense should be treated as direct charges and distributed on the basis of recorded hours spent on each program.

Joint costs (i.e., costs that benefit more than one program or activity) which can be distributed in reasonable proportion to the benefits received may also be direct costs.

Examples of bases for allocating joint costs as direct costs:

- Number of direct hours spent on each program
- Number of employees in each program
- Square footage occupied by each program
- Other equitable methods of allocation

## 2.2 Indirect Costs

Indirect costs are those costs that have been incurred for common or joint objectives and cannot be readily identified with a particular final cost objective. Examples of indirect costs include salaries, employee benefits, supplies, and other costs related to general administration of the organization, depreciation and use allowances, and the salaries and expenses of executive officers, personnel administration, and accounting.

Examples of bases for allocating indirect costs:

- Total direct salaries and wages
- Total direct costs (excluding capital expenditures and other distorting items such as Subcontractor payments)

## 2.3 Acceptable Indirect Cost Allocation Methods

OMB Circulars describe the following allowable methods for allocating indirect costs:

- Simplified allocation method
- Direct allocation method
- Multiple allocation base method
- Negotiated indirect cost rate

### Simplified Allocation Method

This method can be used when an organization's major functions benefit from its indirect costs to approximately the same degree. Using this method, all allocable costs are considered indirect costs and an indirect cost rate is determined by dividing total allowable indirect costs by an equitable distribution base.

#### Example

Agency-wide indirect costs	\$250,000
Less: Capital expenditures	<u>10,000</u>
Allocable indirect costs	240,000
Total agency-wide indirect salaries	\$1,000,000
Indirect cost rate (\$240,000/\$1,000,000)	24%
Program direct salaries	\$100,000
Program indirect costs (24% x \$100,000)	<u>\$24,000</u>

### Direct Allocation Method

This method can also be used when an organization's major functions benefit from its indirect costs to approximately the same degree. Using this method, all costs except general administration and general expenses are treated as direct costs. Joint costs for depreciation, rental, facilities maintenance, telephone, and other similar expenses are prorated individually to each direct activity on a basis appropriate for that type of cost.

The remaining costs, which consist exclusively of general administration and general expenses are then allocated using the simplified allocation method previously discussed.

### Multiple Base Allocation Method

This method can be used when an organization's major functions benefit from its indirect costs in varying degrees. Using this method, indirect costs are grouped to permit allocation of each grouping on the basis of the benefits provided to the major functions. Each grouping is then allocated individually using the basis most appropriate for the grouping being allocated.

## 2.4 Cost Allocation Plan

If the CONTRACTOR has a negotiated indirect cost rate approved by a federal agency, it shall submit a copy of the approval letter when requested by County.

If the CONTRACTOR does not have a negotiated indirect cost rate, CONTRACTOR shall submit an annual Agency-wide Cost Allocation Plan when requested by County. The Cost Allocation Plan shall be prepared in accordance with County instructions and the applicable OMB Circular and include the following information:

1. CONTRACTOR general accounting policies:
  - Basis of accounting (cash or accrual)
  - Fiscal year
  - Method for allocating indirect costs (simplified, direct, multiple, negotiated rate)
  - Indirect cost rate allocation base
2. Identify the CONTRACTOR's direct and indirect costs (by category) and describe the cost allocation methodology for each category.
3. Signature of CONTRACTOR management certifying the accuracy of the plan.

#### Negotiated Indirect Cost Rates

Agencies have the option of negotiating an indirect cost rate or rates for use on all their Federal programs. The CONTRACTOR must submit a cost allocation plan to the federal agency providing the most funds to the organization. The approved indirect cost rate is then applied to the total approved direct cost base.

If CONTRACTOR has a federally approved indirect cost rate, CONTRACTOR shall submit a copy of the approval letter to COUNTY upon request.

#### **D. UNALLOWABLE COSTS**

OMB Circulars address the allowability of a variety of different costs. For all costs, there are certain restrictions and limitations; however, the following costs are not allowable under any circumstances:

- Bad debts
- Contingency provisions
- Contributions and donations
- Fines and penalties
- Fundraising activities
- Interest expense (unless expressly allowed by Federal guidelines)
- Losses on other awards

#### **E. OVERPAYMENTS**

If upon audit, or at any time during the Agreement year, it is determined that invoices submitted to the County and used as a basis for payments to the CONTRACTOR were inaccurate, County shall determine the total overpayment and require the CONTRACTOR to repay County. The County may withhold payments from CONTRACTOR's future payments for any amounts not returned to the COUNTY or credited to the Contract unless otherwise prohibited by State or federal regulations.

**F. MISCELLANEOUS REQUIREMENTS**

**1.0 INSURANCE**

CONTRACTOR is responsible for securing and maintaining insurance coverage as required by the Agreement. CONTRACTOR must notify County when insurance is revoked, reduced to a level or coverage less than required, or otherwise made ineffective.

Insurance shall include an endorsement naming the COUNTY as an additional insured.

**2.0 ACTIVITY**

No funds, materials, property, or services contributed to the COUNTY or the CONTRACTOR under this Agreement shall be used in the performance of any political activity, the election of any candidate, or the defeat of any candidate for public office.



Department of the Treasury  
Internal Revenue Service

## Notice 1015

(Rev. November 2002)

### Have You Told Your Employees About the Earned Income Credit (EIC)?

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#### What Is the EIC?

The EIC is a refundable tax credit for certain workers.

**A change to note.** Workers **cannot** claim the EIC if their 2002 investment income (such as interest and dividends) is over \$2,550.

#### Which Employees Must I Notify About the EIC?

You must notify each employee who worked for you at any time during the year and from whom you did not withhold income tax. However, you do not have to notify any employee who claimed exemption from withholding on **Form W-4**, Employee's Withholding Allowance Certificate.

**Note:** You are encouraged to notify each employee whose wages for 2002 are less than \$34,178 that he or she may be eligible for the EIC.

#### How and When Must I Notify My Employees?

You must give the employee one of the following:

- The IRS **Form W-2**, Wage and Tax Statement, which has the required information about the EIC on the back of **Copy B**.
- A substitute Form W-2 with the same EIC information on the back of the employee's copy that is on Copy B of the IRS Form W-2.
- **Notice 797**, Possible Federal Tax Refund Due to the Earned Income Credit (EIC).
- Your written statement with the same wording as Notice 797.

If you are required to give Form W-2 and do so on time, no further notice is necessary if the Form W-2 has the required information about the EIC on the back of the employee's copy. If a substitute Form W-2 is given on time but does not have the required information, you must notify the employee within 1 week of the date the substitute Form W-2 is given. If Form W-2 is required but is not given on time, you must give the employee Notice 797 or your written statement by the date Form W-2 is required to be given. If Form W-2 is not required, you must notify the employee by February 7, 2003.

You must hand the notice directly to the employee or send it by First-Class Mail to the employee's last known address. You will not meet the notification requirements by posting Notice 797 on an employee bulletin board or sending it through office mail. However, you may want to post the notice to help inform all employees of the EIC. You can get copies of the notice by calling 1-800-829-3676, or from the IRS Web Site at [www.irs.gov](http://www.irs.gov).

#### How Will My Employees Know If They Can Claim the EIC?

The basic requirements are covered in Notice 797. For more detailed information, the employee needs to see the 2002 instructions for Form 1040, 1040A, 1040EZ, or **Pub. 596**, Earned Income Credit (EIC).

#### How Do My Employees Claim the EIC? Notice 1015

(Rev. 11-2002)

Eligible employees claim the EIC on their 2002 tax return. Even employees who have no tax withheld from their pay or owe no tax can claim the EIC and get a refund, but they must file a tax return to do so. For example, if an employee has no tax withheld in 2002 and owes no tax but is eligible for a credit of \$791, he or she must file a 2002 tax return to get the \$791 refund.

#### How Do My Employees Get Advance EIC Payments?

Eligible employees who expect to have a qualifying child for 2003 can get part of the credit with their pay during the year by giving you a completed **Form W-5**, Earned Income Credit Advance Payment Certificate. You **must** include advance EIC payments with wages paid to these employees, but the payments are not wages and are not subject to payroll taxes. Generally, the payments are made from withheld income, social security, and Medicare taxes. For details, see **Pub. 15**, **Employer's Tax Guide**.

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Notice 1015  
(Rev. 11-2002)



**COUNTY OF LOS ANGELES CONTRACTOR EMPLOYEE JURY SERVICE PROGRAM  
CERTIFICATION FORM AND APPLICATION FOR EXCEPTION**

The County's solicitation for this Contract is subject to the County of Los Angeles Contractor Employee Jury Service Program (Program), Los Angeles County Code, Chapter 2.203. All proposers, whether a contractor or subcontractor, must complete this form to either certify compliance or request an exception from the Program requirements. Upon review of the submitted form, the County department will determine, in its sole discretion, whether the proposer is excepted from the Program.

Company Name:		
Company Address:		
City:	State:	Zip Code:
Telephone Number:		
Solicitation For _____ Services:		

***If you believe the Jury Service Program does not apply to your business, check the appropriate box in Part I (attach documentation to support your claim); or, complete Part II to certify compliance with the Program. Whether you complete Part I or Part II, please sign and date this form below.***

**Part I: Jury Service Program is Not Applicable to My Business**

- My business does not meet the definition of "contractor," as defined in the Program, as it has not received an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts (this exception is not available if the contract itself will exceed \$50,000). I understand that the exception will be lost and I must comply with the Program if my revenues from the County exceed an aggregate sum of \$50,000 in any 12-month period.
  
- My business is a small business as defined in the Program. It 1) has ten or fewer employees; and, 2) has annual gross revenues in the preceding twelve months which, if added to the annual amount of this contract, are \$500,000 or less; and, 3) is not an affiliate or subsidiary of a business dominant in its field of operation, as defined below. I understand that the exception will be lost and I must comply with the Program if the number of employees in my business and my gross annual revenues exceed the above limits.

**"Dominant in its field of operation"** means having more than ten employees and annual gross revenues in the preceding twelve months, which, if added to the annual amount of the contract awarded, exceed \$500,000.

**"Affiliate or subsidiary of a business dominant in its field of operation"** means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation.

- My business is subject to a Collective Bargaining Agreement (attach agreement) that expressly provides that it supersedes all provisions of the Program.

**OR**

**Part II: Certification of Compliance**

- My business has and adheres to a written policy that provides, on an annual basis, no less than five days of regular pay for actual jury service for full-time employees of the business who are also California residents, **or** my company will have and adhere to such a policy prior to award of the contract.

*I declare under penalty of perjury under the laws of the State of California that the information stated above is true and correct.*

Print Name:	Title:
Signature:	Date:

**“Contractor Employee Jury Service”**

**Los Angeles County Code Sections 2.203.010 through 2.203.090**

**2.203.010 Findings.**

The board of supervisors makes the following findings. The county of Los Angeles allows its permanent, full-time employees unlimited jury service at their regular pay. Unfortunately, many businesses do not offer or are reducing or even eliminating compensation to employees who serve on juries. This creates a potential financial hardship for employees who do not receive their pay when called to jury service, and those employees often seek to be excused from having to serve. Although changes in the court rules make it more difficult to excuse a potential juror on grounds of financial hardship, potential jurors continue to be excused on this basis, especially from longer trials. This reduces the number of potential jurors and increases the burden on those employers, such as the county of Los Angeles, who pay their permanent, full-time employees while on juror duty. For these reasons, the county of Los Angeles has determined that it is appropriate to require that the businesses with which the county contracts possess reasonable jury service policies. (Ord. 2002-0015 § 1 (part), 2002).

**2.203.020 Definitions.**

The following definitions shall be applicable to this chapter:

- A. “Contractor” means a person, partnership, corporation or other entity which has a contract with the county or a subcontract with a county contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more such contracts or subcontracts.
- B. “Employee” means any California resident who is a full-time employee of a contractor under the laws of California.
- C. “Contract” means any agreement to provide goods to, or perform services for or on behalf of, the county.
- D. “Full time” means 40 hours or more worked per week, or a lesser number of hours if the lesser number is a recognized industry standard as determined by the chief administrative officer.
- E. “County” means the County of Los Angeles or any public entities for which the Board of Supervisors is the governing body. (Ord. 2002-0015§ 1 (part), 2002).

**2.203.030 Applicability.**

This chapter shall apply to contractors who enter into contracts that commence two or more months after the effective date of this chapter. This chapter shall also apply to contractors with existing contracts, which are extended into option years that commence two or more months after the effective date of this chapter. (Ord. 2002-0015 § 1 (part), 2002)

**2.203.040 Contractor Jury Service Policy.**

A contractor shall have and adhere to a written policy that provides that its employees shall receive from the contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that employees deposit any fees received for such jury service with the contractor or that the contractor deduct from the employees’ regular pay the fees received for jury service. (Ord. 2002-0015 § 1 (part), 2002).

### **2.203.050 Other Provisions.**

- A. Administration. The chief administrative officer shall be responsible for the administration of this chapter. The chief administrative officer may, with the advice of county counsel, issue interpretations of the provisions of this chapter and shall issue written instructions on the implementation and ongoing administration of this chapter. Such instructions may provide for the delegation of functions to other county departments.
- B. Compliance Certification. At the time of seeking a contract, a contractor shall certify to the county that it has and adheres to a policy consistent with this chapter or will have and adhere to such a policy prior to award of the contract. (Ord. 2002-0015 § 1 (part), 2002)

### **2.203.060 Enforcement and Remedies.**

For a contractor's violation of any provision of this chapter, the county department head responsible for administering the contract may do one or more of the following:

- 1. Recommend to the board of supervisors the termination of the contract; and/or,
- 2. Pursuant to chapter 2.202, seek the debarment of the contractor. (Ord. 2002-0015 § 1 (part), 2002)

### **2.203.070. Exceptions.**

- A. Other Laws. This chapter shall not be interpreted or applied to any contractor or to any employee in a manner inconsistent with the laws of the United States or California.
- B. Collective Bargaining Agreements. This chapter shall be superseded by a collective bargaining agreement that expressly so provides.
- C. Small Business. This chapter shall not be applied to any contractor that meets all of the following:
  - 1. Has ten or fewer employees during the contract period; and,
  - 2. Has annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, are less than \$500,000; and,
  - 3. Is not an affiliate or subsidiary of a business dominant in its field of operation.

"Dominant in its field of operation" means having more than ten employees and annual gross revenues in the preceding twelve months, which, if added to the annual amount of the contract awarded, exceed \$500,000.

"Affiliate or subsidiary of a business dominant in its field of operation" means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation. (Ord. 2002-0015 § 1 (part), 2002)

### **2.203.090. Severability.**

If any provision of this chapter is found invalid by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect. (Ord. 2002-0015 § 1 (part), 2002).

# *Safely* Surrendered



No shame. No blame. No names.

In Los Angeles County: 1-877-BABY SAFE • 1-877-222-9723

[www.babysafela.org](http://www.babysafela.org)



In Los Angeles County: 1 877 BABY SAFE 1 877 222 9723

www.babysafela.org

# Safely Surrendered Baby Law

## What is the Safely Surrendered Baby Law?

California's Safely Surrendered Baby Law allows parents or other persons, with lawful custody, which means anyone to whom the parent has given permission to confidentially surrender a baby. As long as the baby is three days (72 hours) of age or younger and has not been abused or neglected, the baby may be surrendered without fear of arrest or prosecution.

### How does it work?

A distressed parent who is unable or unwilling to care for a baby can legally, confidentially, and safely surrender a baby within three days (72 hours) of birth. The baby must be handed to an employee at a hospital or fire station in Los Angeles County. As long as the baby shows no sign of abuse or neglect, no name or other information is required. In case the parent changes his or her mind at a later date and wants the baby back, staff will use bracelets to help connect them to each other. One bracelet will be placed on the baby, and a matching bracelet will be given to the parent or other surrendering adult.

### What if a parent wants the baby back?

Parents who change their minds can begin the process of reclaiming their baby within 14 days. These parents should call the Los Angeles County Department of Children and Family Services at 1-800-540-4000.

### Can only a parent bring in the baby?

No. While in most cases a parent will bring in the baby, the Law allows other people to bring in the baby if they have lawful custody.

### Does the parent or surrendering adult have to call before bringing in the baby?

No. A parent or surrendering adult can bring in a baby anytime, 24 hours a day, 7 days a week, as long as the parent or surrendering adult surrenders the baby to someone who works at the hospital or fire station.

### Does the parent or surrendering adult have to tell anything to the people taking the baby?

No. However, hospital or fire station personnel will ask the surrendering party to fill out a questionnaire designed to gather important medical history information, which is very useful in caring for the baby. The questionnaire includes a stamped return envelope and can be sent in at a later time.

### What happens to the baby?

The baby will be examined and given medical treatment. Upon release from the hospital, social workers immediately place the baby in a safe and loving home and begin the adoption process.

### What happens to the parent or surrendering adult?

Once the parent or surrendering adult surrenders the baby to hospital or fire station personnel, they may leave at any time.

### Why is California doing this?

The purpose of the Safely Surrendered Baby Law is to protect babies from being abandoned, hurt or killed by their parents. You may have heard tragic stories of babies left in dumpsters or public bathrooms. Their parents may have been under severe emotional distress. The mothers may have hidden their pregnancies, fearful of what would happen if their families found out. Because they were afraid and had no one or nowhere to turn for help, they abandoned their babies. Abandoning a baby is illegal and places the baby in extreme danger. Too often, it results in the baby's death. The Safely Surrendered Baby Law prevents this tragedy from ever happening again in California.

## A baby's story

Early in the morning on April 9, 2005, a healthy baby boy was safely surrendered to nurses at Harbor-UCLA Medical Center. The woman who brought the baby to the hospital identified herself as the baby's aunt and stated the baby's mother had asked her to bring the baby to the hospital on her behalf. The aunt was given a bracelet with a number matching the anklet placed on the baby; this would provide some identification in the event the mother changed her mind about surrendering the baby and wished to reclaim the baby in the 14-day period allowed by the Law. The aunt was also provided with a medical questionnaire and said she would have the mother complete and mail back in the stamped return envelope provided. The baby was examined by medical staff and pronounced healthy and full-term. He was placed with a loving family that had been approved to adopt him by the Department of Children and Family Services.



# *Ley de* Entrega de Bebés *Sin Peligro*



*Los recién nacidos pueden ser entregados en forma segura al personal de cualquier hospital o cuartel de bomberos del Condado de Los Ángeles*

Sin pena. Sin culpa. Sin nombres.

En el Condado de Los Ángeles: 1-877-BABY SAFE • 1-877-222-9723

[www.babysafela.org](http://www.babysafela.org)



# Ley de Entrega de Bebés Sin Peligro

## ¿Qué es la Ley de Entrega de Bebés sin Peligro?

La Ley de Entrega de Bebés sin Peligro de California permite la entrega confidencial de un recién nacido por parte de sus padres u otras personas con custodia legal, es decir cualquier persona a quien los padres le hayan dado permiso. Siempre que el bebé tenga tres días (72 horas) de vida o menos, y no haya sufrido abuso ni negligencia, pueden entregar al recién nacido sin temor de ser arrestados o procesados.

*Cada recién nacido se merece la oportunidad de tener una vida saludable. Si alguien que usted conoce está pensando en abandonar a un recién nacido, infórmele que tiene otras opciones. Hasta tres días (72 horas) después del nacimiento, se puede entregar un recién nacido al personal de cualquier hospital o cuartel de bomberos del condado de Los Angeles.*

## ¿Cómo funciona?

El padre/madre con dificultades que no pueda o no quiera cuidar de su recién nacido puede entregarlo en forma legal, confidencial y segura dentro de los tres días (72 horas) del nacimiento. El bebé debe ser entregado a un empleado de cualquier hospital o cuartel de bomberos del Condado de Los Ángeles. Siempre que el bebé no presente signos de abuso o negligencia, no será necesario suministrar nombres ni información alguna. Si el padre/madre cambia de opinión posteriormente y desea recuperar a su bebé, los trabajadores utilizarán brazaletes para poder vincularlos. El bebé llevará un brazaletes y el padre/madre o el adulto que lo entregue recibirá un brazaletes igual.

## ¿Qué pasa si el padre/madre desea recuperar a su bebé?

Los padres que cambien de opinión pueden comenzar el proceso de reclamar a su recién nacido dentro de los 14 días. Estos padres deberán llamar al Departamento de Servicios para Niños y Familias (Department of Children and Family Services) del Condado de Los Ángeles al 1-800-540-4000.

## ¿Sólo los padres podrán llevar al recién nacido?

No. Si bien en la mayoría de los casos son los padres los que llevan al bebé, la ley permite que otras personas lo hagan si tienen custodia legal.

## ¿Los padres o el adulto que entrega al bebé deben llamar antes de llevar al bebé?

No. El padre/madre o adulto puede llevar al bebé en cualquier momento, las 24 horas del día, los 7 días de la semana, siempre y cuando entreguen a su bebé a un empleado del hospital o cuartel de bomberos.

## ¿Es necesario que el padre/madre o adulto diga algo a las personas que reciben al bebé?

No. Sin embargo, el personal del hospital o cuartel de bomberos le pedirá a la persona que entregue al bebé que llene un cuestionario con la finalidad de recabar antecedentes médicos importantes, que resultan de gran utilidad para cuidar bien del bebé. El cuestionario incluye un sobre con el sello postal pagado para enviarlo en otro momento.

## ¿Qué pasará con el bebé?

El bebé será examinado y le brindarán atención médica. Cuando le den el alta del hospital, los trabajadores sociales inmediatamente ubicarán al bebé en un hogar seguro donde estará bien atendido, y se comenzará el proceso de adopción.

## ¿Qué pasará con el padre/madre o adulto que entregue al bebé?

Una vez que los padres o adulto hayan entregado al bebé al personal del hospital o cuartel de bomberos, pueden irse en cualquier momento.

## ¿Por qué se está haciendo esto en California? ?

La finalidad de la Ley de Entrega de Bebés sin Peligro es proteger a los bebés para que no sean abandonados, lastimados o muertos por sus padres. Usted probablemente haya escuchado historias trágicas sobre bebés abandonados en basureros o en baños públicos. Los padres de esos bebés probablemente hayan estado pasando por dificultades emocionales graves. Las madres pueden haber ocultado su embarazo, por temor a lo que pasaría si sus familias se enteraran. Abandonaron a sus bebés porque tenían miedo y no tenían nadie a quien pedir ayuda. El abandono de un recién nacido es ilegal y pone al bebé en una situación de peligro extremo. Muy a menudo el abandono provoca la muerte del bebé. La Ley de Entrega de Bebés sin Peligro impide que vuelva a suceder esta tragedia en California.

## Historia de un bebé

A la mañana temprano del día 9 de abril de 2005, se entregó un recién nacido saludable a las enfermeras del Harbor-UCLA Medical Center. La mujer que llevó el recién nacido al hospital se dio a conocer como la tía del bebé, y dijo que la madre le había pedido que llevara al bebé al hospital en su nombre. Le entregaron a la tía un brazaletes con un número que coincidía con la pulsera del bebé; esto serviría como identificación en caso de que la madre cambiara de opinión con respecto a la entrega del bebé y decidiera recuperarlo dentro del período de 14 días que permite esta ley. También le dieron a la tía un cuestionario médico, y ella dijo que la madre lo llenaría y lo enviaría de vuelta dentro del sobre con franqueo pagado que le habían dado. El personal médico examinó al bebé y se determinó que estaba saludable y a término. El bebé fue ubicado con una buena familia que ya había sido aprobada para adoptarlo por el Departamento de Servicios para Niños y Familias.



**ADMINISTRATION OF CONTRACT  
CONTRACTOR'S ADMINISTRATION**

**CONTRACTOR'S NOTICES SHALL BE SENT TO CONTRACTOR'S CORPORATE ADDRESS. PLEASE ENTER YOUR ORGANIZATION'S CORPORATE ADDRESS AS INDICATED ON THE ORGANIZATION'S CERTIFIED STATEMENT OF INFORMATION. THE DESIGNATED CONTACT PERSON WILL RECEIVE ALL CORRESPONDENCE RELATED TO THIS CONTRACT.**

Organization  
Name: \_\_\_\_\_  
Contact Person: \_\_\_\_\_  
Address \_\_\_\_\_  
City, State, Zip: \_\_\_\_\_  
Telephone: \_\_\_\_\_  
Facsimile: \_\_\_\_\_  
E-Mail Address: \_\_\_\_\_

**CONTRACTOR'S AUTHORIZED OFFICIAL(S)**

**(Individuals authorized by the Board to bind Contractor in a Contract with the County)**

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
Telephone: \_\_\_\_\_  
Facsimile: \_\_\_\_\_  
E-Mail Address: \_\_\_\_\_

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
Telephone: \_\_\_\_\_  
Facsimile: \_\_\_\_\_  
E-Mail Address: \_\_\_\_\_

**IF THERE ARE ANY CHANGES, A NEW CERTIFIED SOI MUST BE SUBMITTED TO:**

**DCFS Contracts Administration  
Attn: Contracts Manager  
425 Shatto Place, Room 400  
Los Angeles, CA 90020**

I hereby certify that the above information is correct. If any changes occur an updated Contractor's Administration Form and a new certified Statement of Information will be submitted to DCFS Contracts Administration at the above address.

\_\_\_\_\_  
Print Name of Individual Authorized to Bind Contractor in a Contract with the County

\_\_\_\_\_  
Signature of Individual Authorized to Bind Contractor in a Contract with the County

\_\_\_\_\_  
Date

**ADMINISTRATION OF CONTRACT  
COUNTY'S ADMINISTRATION**

CONTRACT NO. \_\_\_\_\_

**COUNTY PROGRAM MANAGER:**

Name: ROSALIND PARIOT  
Title: \_\_\_\_\_  
Address: 3530 Wilshire Blvd., Suite 400  
LA 90010  
Telephone: (213) 351-0110  
Facsimile: (213) 637-0036  
E-Mail Address: parior@dcfs.lacounty.gov

**COUNTY CONTRACT PROGRAM MONITOR:**

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Address: \_\_\_\_\_  
Telephone: \_\_\_\_\_  
Facsimile: \_\_\_\_\_  
E-Mail Address: \_\_\_\_\_

CHARITABLE CONTRIBUTIONS CERTIFICATION

Company Name

Address

Internal Revenue Service Employer Identification Number

California Registry of Charitable Trusts "CT" number (if applicable)

The Nonprofit Integrity Act (S8 1262, Chapter 919) added requirements to California's Supervision of Trustees and Fundraisers for Charitable Purposes Act which regulates those receiving and raising charitable contributions.

CERTIFICATION

YES NO

Proposer or Contractor has examined its activities and determined that it does not now receive or raise charitable contributions regulated under California's Supervision of Trustees and Fundraisers for Charitable Purposes Act. If Proposer engages in activities subjecting it to those laws during the term of a County contract, It will timely comply with them and provide County a copy of its initial registration with the California State Attorney General's Registry of Charitable Trusts when filed.

( ) ( )

OR

Proposer or Contractor is registered with the California Registry of Charitable Trusts under the CT number listed above and is in compliance with its registration and reporting requirements under California law. Attached is a copy of its most recent filing with the Registry of Charitable Trusts as required by Title 11 California Code of Regulations, sections 300-301 and Government Code sections 12585-12586.

( ) ( )

Signature

Date

Name and Title (please type or print)

**USER COMPLAINT REPORT  
TRANSITIONAL HOUSING PLACEMENT PROGRAM SERVICES**

This form is to be used by DCFS users of Transitional Housing Placement Program services to report service discrepancies and/or failure to provide training as specified. This User Complaint Report must be delivered immediately to the County Program Manager for this Contract.

Date of Report: \_\_\_\_\_ DCFS User Name: \_\_\_\_\_

DCFS Office Address: \_\_\_\_\_

Phone No. \_\_\_\_\_ E-mail Address: \_\_\_\_\_

Date(s) of Incident(s): \_\_\_\_\_

Below, please check the appropriate boxes and explain each incident separately:

- Contractor's Program Director is not responding to messages.
- Contractor's staff not available or not responding to messages.
- Contractor making staff changes without notification to the County.
- Illegal or inappropriate behavior by Contractor's staff.
- Contractor not submitting reports or maintaining records as required.
- Contractor not complying with the quality assurance requirements as specified in the Contract.
- Other (describe):

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**To report an urgent/serious problem, call Rosalind Pariot at: (213) 351-0110**

Send UCR to Rosalind Pariot, Program Manager at 3530 Wilshire Blvd., Suite 400, Los Angeles, CA 90010 and a copy to Contracts Administration, 425 Shatto Place, Room 400, Los Angeles, CA 90020.

## AGREEMENT

### CONTRACTOR'S OBLIGATIONS UNDER HIPAA

Under this Contract, CONTRACTOR provides services to COUNTY and CONTRACTOR receives, has access to, and/or creates Protected Health Information, as defined below, in order to provide those services. COUNTY is subject to the Administrative Simplification requirements of the federal Health Insurance Portability and Accountability Act of 1996 (HIPAA) and regulations promulgated under HIPAA, including the "Standards for Privacy of Individually Identifiable Health Information" which are located in Title 45 of the Code of Federal Regulations, Parts 160 and 164 ("Privacy Regulations"). The Privacy Regulations mandate certain protections for the privacy and security of Protected Health Information. The Privacy Regulations also require COUNTY to enter into an agreement with CONTRACTOR in order to obtain satisfactory assurance from CONTRACTOR that CONTRACTOR will appropriately safeguard the Protected Health Information. Disclosure to or use of Protected Health Information by CONTRACTOR is prohibited if such an agreement is not in place. Therefore, the parties agree to the terms of this Attachment M.

#### 1.0 DEFINITIONS

- 1.1 "Disclose" and "Disclosure" mean, with respect to Protected Health Information, the release, transfer, provision of access to, or divulging in any other manner of Protected Health Information outside CONTRACTOR's internal operations, or to other than its employees.
- 1.2 "Individual" means the person who is the subject of Protected Health Information, and shall include a person who qualifies as a personal representative in accordance with 45 C.F.R. § 164.502(g).
- 1.3 "Protected Health Information" has the same meaning as the term "protected health information" in 45 C.F.R. § 164.501, limited to the information created or received by CONTRACTOR from or on behalf of COUNTY. Protected Health Information includes information that (i) relates to the past, present or future physical or mental health or condition of an Individual; the provision of health care to an Individual, or the past, present or future payment for the provision of health care to an Individual; (ii) identifies the Individual (or for which there is a reasonable basis for believing that the information can be used to identify the Individual); and (iii) is received by CONTRACTOR from or on behalf of COUNTY, or is created by CONTRACTOR, or is made accessible to CONTRACTOR by COUNTY.
- 1.4 "Required By Law" means a mandate contained in law that compels an entity to make a Use or Disclosure of Protected Health Information and that is enforceable in a court of law. Required by law includes, but is not limited to, court orders and court-ordered warrants; subpoenas or summons issued by a court, grand jury, a governmental or tribal inspector general, or any administrative body authorized to require the production of information; a civil or an authorized investigative demand; Medicare conditions of participation with respect to health care providers participating in the program; and statutes or regulations that require the production of information, including statutes or regulations that require such information if payment is sought under a government program providing benefits.

- 1.5 “Services” has the same meaning as in this Contract.
- 1.6 “Use” or “Uses” mean, with respect to Protected Health Information, the sharing, employment, application, utilization, examination or analysis of such Information within CONTRACTOR’s internal operations.
- 1.7 Terms used, but not otherwise defined, in this Contract shall have the same meaning as those terms in the Privacy Regulations.

## 2.0 OBLIGATIONS OF CONTRACTOR

### 2.1 Permitted Uses and Disclosures of Protected Health Information. CONTRACTOR:

- (a) Shall Use and Disclose Protected Health Information as necessary to perform the Services, and as provided in Sub-sections 2.3, 2.4, 2.5, 2.6, 2.7, 2.8, 4.3 and 5.2 of this Attachment M;
- (b) Shall Disclose Protected Health Information to COUNTY upon request;
- (c) May, as necessary for the proper management and administration of its business or to carry out its legal responsibilities:
  - (i) Use Protected Health Information; and
  - (ii) Disclose Protected Health Information if the Disclosure is required by Law.

CONTRACTOR shall not Use or Disclose Protected Health Information for any other purpose.

### 2.2 Adequate Safeguards for Protected Health Information. CONTRACTOR warrants that it shall implement and maintain appropriate safeguards to prevent the Use or Disclosure of Protected Health Information in any manner other than as permitted by this Contract. CONTRACTOR agrees to limit the Use and Disclosure of Protected Health Information to the minimum necessary in accordance with the Privacy Regulation’s minimum necessary standard.

### 2.3 Reporting Non-Permitted Use or Disclosure. CONTRACTOR shall report to COUNTY each Use or Disclosure that is made by CONTRACTOR, its employees, representatives, agents or subcontractors, but is not specifically permitted by this Contract. The initial report shall be made by telephone call to the appropriate Department, within forty-eight (48) hours from the time the CONTRACTOR first becomes aware of the non-permitted Use or Disclosure, as follows:

Chief Information Office Privacy Officer  
213-974-2166

The initial telephone report shall be followed by a full written report no later than ten (10) business days from the date the CONTRACTOR becomes aware of the non-permitted Use or Disclosure, and shall be sent to COUNTY's Chief Information Privacy Officer at:

Chief Information Privacy Officer  
Kenneth Hahn Hall of Administration  
500 West Temple Street, Suite 493  
Los Angeles, CA 90012

- 2.4 Mitigation of Harmful Effect. CONTRACTOR agrees to mitigate, to the extent practicable, any harmful effect that is known to CONTRACTOR of a Use or Disclosure of Protected Health Information by CONTRACTOR in violation of the requirements of this Contract.
- 2.5 Availability of Internal Practices, Books and Records to Government Agencies. CONTRACTOR agrees to make its internal practices, books and records relating to the Use and Disclosure of Protected Health Information available to the Secretary of the federal Department of Health and Human Services for purposes of determining COUNTY's compliance with the Privacy Regulations. CONTRACTOR shall immediately notify COUNTY of any requests made by the Secretary and provide COUNTY with copies of any documents produced in response to such request.
- 2.6 Access to Protected Health Information. CONTRACTOR shall, to the extent COUNTY determines that any Protected Health Information constitutes a "designated record set" as defined by 45 C.F.R. § 164.501, make the Protected Health Information specified by COUNTY available to the Individual(s) identified by COUNTY as being entitled to access and copy that Protected Health Information. CONTRACTOR shall provide such access for inspection of that Protected Health Information within two (2) business days after receipt of request from COUNTY. CONTRACTOR shall provide copies of that Protected Health Information within five (5) business days after receipt of request from COUNTY.
- 2.7 Amendment of Protected Health Information. CONTRACTOR shall, to the extent COUNTY determines that any Protected Health Information constitutes a "designated record set" as defined by 45 C.F.R. § 164.501, make any amendments to Protected Health Information that are requested by COUNTY. CONTRACTOR shall make such amendment within ten (10) business days after receipt of request from COUNTY in order for COUNTY to meet the requirements under 45 C.F.R. § 164.526.
- 2.8 Accounting of Disclosures. Upon COUNTY's request, CONTRACTOR shall provide to COUNTY an accounting of each Disclosure of Protected Health Information made by CONTRACTOR or its employees, agents, representatives or subcontractors. However, CONTRACTOR is not required to provide an accounting of Disclosures that are necessary to perform the Services if such Disclosures are for either payment or health care operations purposes, or both.

Any accounting provided by CONTRACTOR under this Sub-section 2.8 shall include: (a) the date of the Disclosure; (b) the name, and address if known, of the entity or person who received the Protected Health Information; (c) a brief description of the Protected Health Information disclosed; and (d) a brief statement of the purpose of the Disclosure. For each Disclosure that could require an accounting under this Sub-section 2.8, CONTRACTOR shall document the information specified in (a) through (d), above, and shall securely maintain the information for six (6) years from the date of the Disclosure. CONTRACTOR shall provide to COUNTY, within ten (10) business days after receipt of request from COUNTY, information collected in accordance with this Sub-section 2.8 to permit COUNTY to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 C.F.R. § 164.528.

### **3.0 OBLIGATION OF COUNTY**

3.1 Obligation of COUNTY. COUNTY shall notify CONTRACTOR of any current or future restrictions or limitations on the use of Protected Health Information that would affect CONTRACTOR's performance of the Services, and CONTRACTOR shall thereafter restrict or limit its own uses and disclosures accordingly.

### **4.0 TERMS AND TERMINATION**

4.1 Term. CONTRACTOR's obligations under Sub-sections 2.1 (as modified by Sub-section 4.2), 2.3, 2.4, 2.5, 2.6, 2.7, 2.8, 4.3 and 5.2 shall survive the termination or expiration of this Contract.

4.2 Termination for Cause. In addition to and notwithstanding the termination provisions set forth in this Contract, upon COUNTY's knowledge of a material breach by CONTRACTOR, COUNTY shall either:

- (a) Provide an opportunity for CONTRACTOR to cure the breach or end the violation, and terminate this Contract if CONTRACTOR does not cure the breach or end the violation within the time specified by COUNTY; or
- (b) Immediately terminate this Contract if CONTRACTOR has breached a material term of this Contract and cure is not possible; or
- (c) If neither termination or cure are feasible, COUNTY shall report the violation to the Secretary of the federal Department of Health and Human Services.

4.3 Disposition of Protected Health Information Upon Termination or Expiration

- (a) Except as provided in paragraph (b) of this section, upon termination for any reason or expiration of this Contract, CONTRACTOR shall return or destroy all Protected Health Information received from COUNTY, or created or received by CONTRACTOR on behalf of COUNTY. This provision shall apply to Protected Health Information that is in the possession of subcontractors or agents of CONTRACTOR. CONTRACTOR shall retain no copies of the Protected Health Information.
- (b) In the event that CONTRACTOR determines that returning or destroying the Protected Health Information is infeasible, CONTRACTOR shall provide to COUNTY notification of the conditions that make it infeasible. If return or destruction is infeasible, CONTRACTOR shall extend the protections of this Contract to such Protected Health Information and limit further Uses and Disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as CONTRACTOR maintains such Protected Health Information.

**5.0 MISCELLANEOUS**

- 5.1 No Third Party Beneficiaries. Nothing in this Contract shall confer upon any person other than the parties and their respective successors or assigns, any rights, remedies, obligations, or liabilities whatsoever.
- 5.2 Use of Subcontractors and Agents. CONTRACTOR shall require each of its agents and subcontractors receiving Protected Health Information from CONTRACTOR, or creating Protected Health Information for CONTRACTOR, on behalf of COUNTY, to execute a written agreement obligating the agent or subcontractors to comply with all the terms of this Attachment M.
- 5.3 Relationship to Agreement Provisions. In the event that a provision of this Attachment M is contrary to any other provision of this Contract, the provision of this Attachment M shall control.
- 5.4 Regulatory References. A reference in this Contract to a section in the Privacy Regulations means the section as in effect or as amended.
- 5.5 Interpretation. Any ambiguity in this Contract shall be resolved in favor of a meaning that permits COUNTY to comply with the Privacy Regulations.
- 5.6 Amendment. The parties agree to take such action as is necessary to amend this Contract from time to time as is necessary for COUNTY to comply with the requirements of the Privacy Regulations.



**DCFS TRANSITIONAL HOUSING PLACEMENT PROGRAM CONTRACT  
INVESTIGATION/MONITORING/AUDIT REMEDIES AND PROCEDURES**

These internal policies and procedures are attached to the Transitional Housing Placement Program (THPP) Contract to inform CONTRACTOR's of DCFS' investigation/monitoring/audit remedies and procedures. These policies and procedures are subject to revision by DCFS, upon 30 days prior written notice to CONTRACTOR (which will not require a contract amendment), and DCFS may vary from these protocols and procedures when such variance is required to protect the health and safety of the children, except that all Do Not Refer and Do Not Use actions must be approved by DCFS' Director or his/her Deputy Director level designee. Such variance may not be arbitrary and capricious, unreasonable or discriminatory.

DCFS is responsible for monitoring and investigating, as a whole, all residential facilities licensed by Community Care Licensing (CCL) to provide out-of-home care when there are allegations of child abuse, neglect or exploitation. These facilities include foster family agencies, foster family homes, group homes and small family homes. During the normal course of its monitoring or as the result of an investigation, DCFS may take action, when necessary, to protect DCFS-placed children in these facilities, including corrective action, Hold, and/or "Do Not Refer/Use" status. Staff may recommend a corrective action plan, Hold, DNR, and/or DNU Status, regardless of whether law enforcement and/or CCL take similar action.

The County of Los Angeles is also responsible for audits of the contracts and administrative issues, including fiscal audit findings for all CONTRACTORS. Fiscal audit findings are not addressed in Exhibit O, except to the extent discussed below or specifically referenced in other parts of the Contract. Nothing in this paragraph shall prevent the COUNTY from relying on the findings of the COUNTY as a basis for imposing any of the Administrative Remedies provided below.

**A. Administrative Remedies**

DCFS may utilize one or more of the following actions in response to findings uncovered in the normal course of monitoring, as a result of investigations of abuse/neglect in out of home care, or in audits of program or fiscal contract requirements.

1. **Corrective Action Plan (CAP)** - When DCFS reasonably determines that a CONTRACTOR's deficiency is correctable; a CAP shall serve as the CONTRACTOR's commitment to remedy such deficiency.
2. **Hold Status** - COUNTY retains the right to temporarily suspend referrals of children to CONTRACTOR by placing CONTRACTOR on Hold status, for up to a 45-day period at any time during an investigation, monitoring, or audit, when based on prima facie evidence, DCFS reasonably believes, in its sole discretion, that the CONTRACTOR has engaged in conduct which may jeopardize a minor or minors. Limited to an additional 45 days, a hold status may be extended for extenuating circumstances beyond the control of DCFS, with the understanding that the extension of Hold status on a Contractor will require the approval of the Director or his Deputy Director level designee. Hold Status may also be implemented when there has been a serious event that may implicate the CONTRACTOR, in issues of abuse or neglect; there is serious risk of abuse or neglect; or noncompliance with a significant administrative/fiscal/programmatic requirement of the GH Contract for which the CONTRACTOR failed to take corrective action (when appropriate) pursuant to Section 16.0. A Hold request must be approved by a Division Chief.

## ATTACHMENT O

3. **Do-Not-Refer (DNR) Status** - DNR refers to the suspension of new DCFS/Probation placements when COUNTY reasonably believes, in its sole discretion, based on prima facie evidence that the CONTRACTOR has engaged in conduct which may jeopardize a minor or minors; there has been a serious event that may implicate the CONTRACTOR in issues of abuse or neglect; there is serious risk of abuse or neglect; or in issues of noncompliance with significant administrative/fiscal/programmatic requirements of this Agreement for which the CONTRACTOR failed to take corrective action (when appropriate) pursuant to Sub-section 16.1 of the Contract, and as further described in Exhibit O. A DNR recommendation must be approved by a Deputy Director.
4. **Do-Not-Use (DNU) Status** - DNU means that all Placed Children are removed from the CONTRACTOR's care within a specified period of time. No placement referrals may be made to the facility. Do-Not-Use Status is used when COUNTY reasonably believes, in its sole discretion, based upon prima facie evidence, that the CONTRACTOR has engaged in conduct which may jeopardize a minor or minors; there has been a serious event that may implicate the CONTRACTOR in issues of abuse or neglect; there is serious risk of abuse or neglect; or in issues of noncompliance with significant administrative/fiscal/programmatic requirements of this Agreement for which the CONTRACTOR failed to take corrective action (when appropriate) pursuant to Sub-section 16.1 of the Contract, and as further described in Exhibit O. A DNU recommendation must be approved by a Deputy Director.
5. **Termination Hold** - In the event either COUNTY or CONTRACTOR terminates this Contract for convenience or for default, COUNTY shall suspend referrals of children to CONTRACTOR and remove, or cause to be removed, all Placed Children prior to the effective date of termination. In such an event, the procedures described in this exhibit will not occur. A Termination Hold must be approved by a Division Chief.

### **B. CAP Procedures**

1. If DCFS requires/requests immediate action, oral notice is given and is followed up in writing within one business day. Corrective action must be taken within (3) calendar days from the date of verbal notification (which will be immediately followed with written notification) for the following child safety issues: a) lack of psychotropic medication authorizations; b) insufficient and/or inadequate clothing and essentials; c) insufficient or poor food; and/or d) poor facility or environmental issues, such as sanitation or electrical problems and other situations which are hazardous.
2. Where immediate action is not required, CONTRACTOR shall submit CONTRACTOR'S proposed CAP to DCFS within 30 calendar days from receipt of written notification from DCFS (Vendor Notification Letter), the timeframe depending on the nature of the violation. The CONTRACTOR's CAP is reviewed and approved by DCFS within 15 business days, after which the CAP will be monitored for compliance.
3. The CAP must address each finding made in the Vendor Notification Letter. An appropriate CAP includes: the detailed action necessary to correct the deficiency; an explanation of how corrections will be implemented; an explanation of what actions will take place to ensure that the corrective action is maintained; and a thorough plan addressing prevention of subsequent violations and/or inappropriate action. Timeframes, as necessary, will be provided, as well as who is responsible for ensuring the action(s) is/are carried out. An addendum will be required if the CAP does not adequately address all issues.
4. Once approved, monitoring of the approved CAP begins. Monitoring will usually last three to six months depending on the nature of the violation. The act of monitoring may include, where necessary, unannounced visits to the home and/or agency to verify that the corrective action has been completed.

5. Once the corrective action has been completed and verified, the CONTRACTOR is notified in writing and the monitoring case is closed. A Hold, Do Not Refer or Do Not Use Status may be implemented, at the discretion of DCFS, if the requested corrective action is not completed within the agreed upon time or if the CONTRACTOR does not submit an approved CAP/CAP addendum within the agreed-upon timeframes.

### **C. Hold/DNR/DNU Procedures**

1. For Child Safety/Endangerment/Insurance Provisions Holds, DNR, DNU status, a Vendor Notification Letter is sent, via fax and certified mail, within 72 hours of DCFS' decision to place CONTRACTOR on Hold, DNR or DNU Status, and verbal notification will be provided prior to or at the time of CONTRACTOR placement on Hold/DNR/DNU Status to the extent possible. To the extent possible and reasonable, and without interfering with any law enforcement investigation, and consistent with statutes and regulations related to confidentiality, notification will include the reason(s) for the Hold/DNR/DNU Status. The Vendor Notification Letter will also invite the CONTRACTOR to participate in a Review Conference and include a deadline for the CONTRACTOR's response (desire to participate) within 5 business days. Failure by the CONTRACTOR to respond by the deadline will result in default or waiver by the CONTRACTOR to proceed with the Review Conference.
2. For Administrative (except Insurance Provisions) Holds, a Vendor Notification Letter is sent, via fax and certified mail, within 15 days of DCFS' decision to place CONTRACTOR on Hold, DNR or DNU Status, and verbal notification will be provided prior to or at the time of CONTRACTOR placement on Hold/DNR/DNU Status to the extent possible. To the extent possible and reasonable, and without interfering with any law enforcement investigation, and consistent with statutes and regulations related to confidentiality, notification will include the reason(s) for the Hold/DNR/DNU Status. The Vendor Notification Letter will also invite the CONTRACTOR to participate in a Review Conference and include a deadline for the CONTRACTOR's response (desire to participate) within 5 business days. Failure by the CONTRACTOR to respond by the deadline will result in default or waiver by the CONTRACTOR to proceed with the Review Conference.
3. During the Review Conference, the CONTRACTOR will meet with the Department's representative at the Division Chief/Regional Administrator level, other COUNTY (DCFS, Auditor-Controller, Probation) Departmental staff and/or Community Care Licensing to discuss the investigative and/or administrative findings and to provide an opportunity for the CONTRACTOR to respond to the findings. The Review Conference will be held within 30 days of CONTRACTOR's receipt of faxed Vendor Notification Letter of placement on Hold/DNR/DNU Status, unless CONTRACTOR waives the time limit. The Review Conference is provided to ensure that the CONTRACTOR is afforded a process for responding to allegations against them and for airing their grievances.

One week prior to the then scheduled Review Conference, the CONTRACTOR has the right to present written evidence in the form of relevant declarations, affidavits, and documents and a written statement intended to be presented during the Conference. The CONTRACTOR may also request that DCFS interview any witnesses identified by the CONTRACTOR who have not already been interviewed.

4. The Youth Development Services Division Children's Services Administrator III or designee will facilitate the Review Conference. DCFS and CONTRACTOR will both have the opportunity to present information related to the findings and each will be able to question the other with respect to each finding. Information provided by DCFS during the conference must be consistent with confidentiality laws. The CONTRACTOR may choose to seek authorization from the Juvenile Court to access additional documentation and information pertaining to the allegations, and to use such documentation and information during the Review Conference. [The authorization/approval must be

## ATTACHMENT O

in writing from the Court.] DCFS will consider any new information presented in the CONTRACTOR's written statement and information presented during the Conference.

Consistent with the informal and non-adversarial atmosphere of the review Conference, CONTRACTOR and COUNTY agree that only appropriate CONTRACTOR personnel and appropriate DCFS, Auditor-Controller, Probation, and or Community Care Licensing personnel shall participate in the Review Conference; and legal representatives shall not be present at the Review Conference.

5. The Division Chief or Regional Administrator level staff will assess the information presented by the CONTRACTOR and make a final determination whether to withdraw the recommendation or to consult with others within DCFS with regard to the intended recommendation. This determination will be put in writing and provided to CONTRACTOR within 15 business days of the Conference.
6. Hold, DNR, or DNU Status may be lifted at any time that DCFS obtains information which leads DCFS to believe that: 1) the original basis for imposing such status is no longer applicable, or 2) Hold, DNR, or DNU status is no longer appropriate. In instances where Hold/DNR/DNU Status no longer applies, DCFS shall act as expeditiously as possible to remove CONTRACTOR from such status.

**SEMI-ANNUAL EXPENDITURE REPORT**

**Transitional Housing Placement Program (THPP)  
Semi-Annual Expenditure Report  
(For Los Angeles County DCFS)**

Agency:  
Address:  
Contract Person:  
Phone #:  
Contract Number:

Report Period:  
Number of L.A. County THPP Participants  
Number of Living Beds:  
Number of L.A. County THPP Participant Days in Period:

<b>REVENUE AND EXPENDITURE SUMMARY</b>		
	Total for 6 Months	Year-To-Date
<b>A. <u>Total THPP Revenues</u></b>	<b>\$</b>	<b>\$</b>
<b>B. Allowable Contract Expenditures</b> (Allowable Expenditures for the care and services of placed Los Angeles County THPP participants allocated in accordance with requirements contained in Section 10.1 and 10.2 of the Contract. Expenditures should be reported within the 34 cost categories listed below. Except for the requirements of allocation of costs which is described in Section 10.1 and 10.2, Contractor shall use the Instructions in Exhibit E to complete this report.)		
1. Administrative Payroll (Total)		
a. Executive Director's Salary		
b. Assistant Director's Salary		
c. Administrator Salary		
d. Other Administrative Salaries		
2. Recruitment Payroll		
3. Training Payroll		
4. Administrative Contracts		
5. Telephone and Telegraph		
6. Postage and Freight		
7. Office Supplies		
8. Conferences, Meetings, In-Service Training		
9. Memberships, Subscriptions and Dues		
10. Printing and Publications		
11. Bonding, Contractually Required Insurance Premiums		
12. Advertising		
13. Miscellaneous		
14. Building and Equipment Payroll		
15. Building Rents and Leases		
16. Principal and Interest on Agency Mortgages		
17. Property Appraisal Fees		
18. Property Taxes		
19. Equipment and Property Insurance (not included in 10 above)		
20. Utilities		

21. Building Maintenance		
22. Building and Equipment Contracts		
23. Building and Equipment Supplies		
24. Equipment Leases		
25. Depreciation Expense		
26. Non-Depreciable Equipment		
27. Building and Equipment Miscellaneous		
28. Vehicle Leases		
29. Vehicle Depreciation		
30. Vehicle Operating Costs		
31. Total Paid to Contractor		
32. Other Child Related Costs (Not Provided by THP-Plus)		
33. Social Worker Payroll		
34. Social Worker Contracts		
<b>35. Total Allowable Contract Expenditures</b>	<b>\$</b>	<b>\$</b>
<b>C. Total Un-Expended THPP Funds from Current Contract</b> (Total THPP Revenues received from COUNTY (Section A) less Total Allowable Contract Expenditures (Section B, Line 35)) [See Agreement, Section 10.4]	<b>\$</b>	<b>\$</b>
<b>D. Total Un-Expended THPP Funds Received from COUNTY from January 1, 2009 through the expiration date of the most recently completed contract term.</b>		<b>\$</b>
<b>E. Total Accumulated Un-Expended THPP Funds</b> (Add Un-Expended funds from current Agreement and Un-Expended funds from previous COUNTY THPP contracts)		<b>\$</b>

I hereby certify to the best of my knowledge, under penalty of perjury, that the above report is true and correct, that the amounts reported are traceable to Agency accounting records, and that all THPP monies received for the purposes of this program were spent in accordance with the contract program requirements, the agreement and all applicable Federal, State and County laws and regulations. Falsification of any amount disclosed herein shall constitute a false claim pursuant to California Government Code Section 12650 et seq.

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Executive Director's Signature

Date

Department of Children and Family Services  
Transitional Housing Placement Program  
Semi-Annual Expenditure Report

**INSTRUCTIONS FOR COMPLETING SEMI-ANNUAL EXPENDITURE REPORT**

The following are the instructions for completing the Department of Children and Family Services (DCFS) Semi-Annual Expenditure Report.

**Instructions:**

Provide identifying information by entering the agency's name, address, contact person's name and phone number, and reporting period.

For the Revenue and Expenditure Summary, revenues and expenditures should be reported based on actual revenue received and actual costs incurred during the reporting period. Year-to-date expenditures should reflect the reporting period of July 1 to June 30. The following is an explanation for completing each revenue and expenditure line item.

A. Revenues

THPP Revenues:

Report the total of all THPP payments received for children placed by Los Angeles County. Do not include monies received for child clothing or any other non-THPP funds received.

B. Expenditures

For each line item cost, enter total program expenditures that were incurred during the reporting 6-month period and cumulative year-to-date related to the care and services of placed Los Angeles County THPP participants, allocated in accordance with requirements contained in Sections 10.1 and 10.2 of the Contract. If a cost item is shared among two or more programs, enter only the amount charged to the Los Angeles County THPP program.

1. Administration Payroll:  
Report all payroll costs for executive and administrative staff. Include all payroll, payroll taxes and employee benefits as applicable.
2. Recruitment Payroll:  
Report all payroll costs for recruitment staff.
3. Training Payroll:  
Report all payroll costs for training staff.
4. Administrative Contracts:  
Legal, consulting or other contract fees related to the program.
5. Telephone and Telegraph:  
Report all costs related to telephone and telegraph.
6. Postage and Freight:  
Report all costs related to postage, mailings, and shipping.

7. Office Supplies:  
**Report all costs incurred for office supplies.**
8. Conferences, Meetings, In-Service Training:  
**Report all costs, including travel and per-diem, related to conferences meetings, and training.**
9. Memberships, Subscriptions and Dues:  
**Report all costs incurred for memberships, subscriptions, and dues.**
10. Printing and Publications:  
**Report all costs incurred for printing and publications.**
11. Bonding, General Insurance:  
**Report all costs incurred for bonding and general liability insurance.**
12. Advertising:  
**Report all costs incurred for advertising.**
13. Miscellaneous:  
**Report all other costs that are not included in any other specifically identified line items.**
14. Building and Equipment Payroll:  
**Report all program building and equipment payroll costs. Include all payroll, payroll taxes and employee benefits as applicable.**
15. Building Rents and Leases:  
**Report all costs incurred for rents or leases of buildings.**
16. Acquisition Mortgage Principal and Interest:  
**Report all costs related to acquisition mortgage principal and interest.**
17. Property Appraisal Fees:  
**Report all costs incurred for property appraisal fees.**
18. Property Taxes:  
**Report all costs incurred for payment of property taxes.**
19. Building and Equipment Insurance:  
**Report all costs incurred for building and equipment property insurance.**
20. Utilities:  
**Report all costs incurred for electricity, gas, water, sewer, and garbage.**
21. Building Maintenance:  
**Report all building maintenance costs related to the program.**
22. Building and Equipment Contracts:  
**Report building equipment payroll, payroll taxes and employee benefits and any other cost of building and equipment contracts.**

23. Building and Equipment Supplies:  
Report all building and equipment supply costs.
  24. Equipment Leases:  
Report all costs incurred for equipment leases.
  25. Equipment Depreciation Expense:  
Report all depreciation expense related to equipment.
  26. Expendable Equipment:  
Report all costs incurred for purchases of expendable (non-capitalized) equipment.
  27. Building and Equipment Miscellaneous:  
Report miscellaneous building and equipment costs not previously identified.
  28. Vehicle Leases:  
Report all costs related to vehicle leases.
  29. Vehicle Depreciation:  
Report all depreciation expense related to vehicles.
  30. Vehicle Operating Costs:  
Report all vehicle operating and maintenance costs.
  31. Total Paid to Contractor:  
Report all payments made to Provider.
  32. Other Child Related Costs (Not Provided by THPP):  
Report all other child related costs incurred by the Agency. Do not include payments made to Provider. (reported in line 31).
  33. Social Worker Payroll:  
Report all payroll costs for Agency employed social workers.
  34. Social Worker Contracts:  
Report all costs for contracted social workers.
  35. Total Allowable Contract Expenditures:  
The total of allowable contract expenditures related to the care and services of placed Los Angeles County THPP participants reported by the Agency in Section B, Lines 1 through 34.
- C. Total Un-Expended THPP Funds from Current Contract:  
The difference between Total Los Angeles County THPP Revenues (Section A) and Total Allowable Contract Expenditures (Section B, Line 35)
- D. Total Un-Expended THPP Funds Received from County Under Previous THPP Contracts  
The difference between the total THPP Revenues received under previous THPP contracts with Los Angeles County and the total allowable contract expenditures made for the care and services of placed Los Angeles County THPP participants under those previous THPP contracts.

E. Total Accumulated Un-Expended THPP Funds  
**The total of Sections C and D.**

Agency Certification

**Upon completing the Semi-Annual Expenditure Report, the Executive Director must sign and date the report at the bottom of Page 2. By signing this form, the Executive Director is certifying under penalty of perjury that all information contained in the report is correct, that the amounts are traceable to agency accounting records, and that all Los Angeles County THPP program funds were spent in accordance with County, State and Federal laws. The report must be submitted by the 60<sup>th</sup> calendar day after the end of the reporting period to:**

**DCFS  
Accounting Division – Contract Accounting Section  
425 Shatto Place, Room 204  
Los Angeles, CA 90020.**

**CDSS COMMUNITY CARE LICENSING DIVISION (CCLD) LICENSE**

**THPP SERVICE DELIVERY SITES**

**Administrative Office/Headquarters (AGENCY)**

AGENCY Name	AGENCY Address	AGENCY Contact Person	Service Planning Area	Business Phone (P)
				Business Fax (F)
				P: ( )
				F: ( )

**Service Delivery Site(s) (SITE)**

SITE Name	SITE Address	SITE Contact Person	Service Planning Area	Business Phone (P)
				Business Fax (F)
				P: ( )
				F: ( )
				P: ( )
				F: ( )
				P: ( )
				F: ( )

(Please make additional copies of this form if necessary)

Use one form for each type of Program.

**COUNTY OF LOS ANGELES**  
**DEPARTMENT OF CHILDREN AND FAMILY SERVICES**  
**AND**  
**PROBATION DEPARTMENT**  
**MASTER CONTRACT**  
**FOR**  
**TRANSITIONAL HOUSING PROGRAM FOR EMANCIPATED FOSTER PROBATION**  
**YOUTH (THP-Plus)**



AND

**AGENCY'S NAME**

Department of Children and Family Services (DCFS)  
Contracts Administration  
425 Shatto Place, Room 400  
Los Angeles, California 90020

AND

Probation Department  
Central Placement Office  
1605 Eastlake Avenue, Room 509B  
Los Angeles, California 90033

January 1, 2009

COUNTY OF LOS ANGELES  
DEPARTMENT OF CHILDREN AND FAMILY SERVICES  
TRANSITIONAL HOUSING PROGRAM FOR  
EMANCIPATED FOSTER/PROBATION YOUTH (THP-Plus) CONTRACT

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**EXHIBIT B-1: PRICING SCHEDULE**

**EXHIBIT B-2: LINE ITEM BUDGET**

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**EXHIBIT C: MONTHLY INVOICE**

**EXHIBIT D: ATTACHMENTS**

**LIST OF ATTACHMENTS:**

Attachment A	CONTRACTOR'S Equal Employment Opportunity (EEO) Certification
Attachment B	Community Business Enterprise Form (CBE)
Attachment C-1	CONTRACTOR Acknowledgement and Confidentiality Agreement
Attachment C-2	CONTRACTOR'S Employee Acknowledgement and Confidentiality Agreement
Attachment D	CONTRACTOR'S Non-Employee Acknowledgment and Confidentiality Agreement
Attachment E	Auditor-Controller Contract Accounting and Administration Handbook
Attachment F	Internal Revenue Notice 1015
Attachment G	Jury Service Program Certification and Los Angeles County Code 2.203 (Jury Service Program)
Attachment H	Safely Surrendered Baby Law Fact Sheet
Attachment I	CONTRACTOR'S Administration
Attachment J	COUNTY'S Administration
Attachment K	Charitable Contributions Certification
Attachment L	CONTRACTOR'S Obligation Under the Health Insurance Portability and Accountability Act (HIPAA)
Attachment M	DCFS Transitional Housing Placement Program Contract Investigation/Monitoring/Audit Remedies and Procedures

**EXHIBIT E: SEMI-ANNUAL EXPENDITURE REPORT**

**EXHIBIT F: CERTIFICATE OF APPROVAL**

Contract Number: \_\_\_\_\_

COUNTY OF LOS ANGELES  
TRANSITIONAL HOUSING PROGRAM FOR  
EMANCIPATED FOSTER/PROBATION YOUTH (THP-Plus) SERVICES

Transitional Housing Program for Emancipated Foster/Probation Youth (THP-Plus)  
(Hereinafter Referred To As "Contract").

This Contract is made and entered into this \_\_\_\_ day of \_\_\_\_\_ 200\_ by and  
between

County of Los Angeles  
hereinafter referred to as  
"COUNTY"

and

A G E N C Y  
hereinafter referred to as  
"CONTRACTOR".

**RECITALS**

WHEREAS, pursuant to Government Code Sections 26227, 31000 and 53703,  
COUNTY is permitted to contract for services, and

WHEREAS, the COUNTY desires to provide transitional housing opportunities  
for emancipated foster/probation youth, from age 18 through the day before their 24<sup>th</sup>  
birthday, by providing a safe living environment while helping youth achieve self-  
sufficiency; and

WHEREAS, COUNTY has determined that the services to be provided under this  
Contract are necessary due to the fact that some former foster youth are unable to  
complete high school, other education, or training programs due to ongoing trauma from  
parental abuse or neglect, and the effects of these situations are often compounded due  
to unstable housing or homelessness; and

WHEREAS, pursuant to the provisions of Welfare and Institutions Code (WIC)  
Section 11403.2 (a), the California Department of Social Services (CDSS) is designated  
to administer a statewide system of establishing a Transitional Housing Program for  
Emancipated Foster/Probation Youth (THP-Plus) in each county, including Los Angeles

County, for THP-Plus participants who are age 18 through the day before their 24<sup>th</sup> birthday; and

WHEREAS, CONTRACTOR warrants that it possesses the competence, expertise and personnel necessary to provide such services,

NOW THEREFORE, in consideration of the mutual promises, covenants and conditions set forth herein, the parties hereto do agree as follows:

## **PART I: UNIQUE TERMS AND CONDITIONS**

### **1.0 APPLICABLE DOCUMENTS AND DEFINED TERMS**

- 1.1 This Contract and the Exhibits hereto, constitute the complete and exclusive statement of understanding between the parties, which supersedes all previous agreements, written or oral, and all other communications between the parties relating to the subject matter of this Contract. No change to this Contract shall be valid unless prepared pursuant to Part II, Standard Terms and Conditions, Section 7.0, Change Notices and Amendments and signed by both parties.
- 1.2 Attachments A, B, C-1, C-2, D, E, F, G, H, I, J, K, L, and M set forth below, are attached to and incorporated by reference in this Contract.
- 1.3 The headings, page numbers, sections, and sub-section numbers contained in this Contract are for convenience and reference only and are not intended to define the scope of any provision herein.
- 1.4 In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, schedule, contents or description of any task, deliverable, product, service, or other work between this Contract, Statement of Work, and Exhibits, or among Exhibits, said conflict or inconsistency shall be resolved by giving precedence first to the Contract, Statement of Work, Exhibits, and Attachments according to the following priority:

Exhibit A	Statement of Work
Exhibit B-1	Pricing Schedule
Exhibit B-2	Line Item Budget
Exhibit B-3	Monthly Budget
Exhibit C	Monthly Invoice
Exhibit D	Attachments:

Attachment A	CONTRACTOR'S Equal Employment Opportunity (EEO) Certification
Attachment B	Community Business Enterprise Form (CBE)
Attachment C-1	CONTRACTOR Acknowledgment and Confidentiality Agreement
Attachment C-2	CONTRACTOR'S Employee Acknowledgment and Confidentiality Agreement
Attachment D	CONTRACTOR'S Non-Employee Acknowledgment and Confidentiality Agreement
Attachment E	Auditor-Controller Contract Accounting and Administration Handbook
Attachment F	Internal Revenue Notice 1015

Attachment G	Jury Service Program Certification and Los Angeles County Code 2.203 (Jury Service Program)
Attachment H	Safely Surrendered Baby Law Fact Sheet
Attachment I	CONTRACTOR'S Administration
Attachment J	COUNTY'S Administration
Attachment K	Charitable Contributions Certification
Attachment L	CONTRACTOR'S Obligation Under the Health Insurance Portability and Accountability Act (HIPAA)
Attachment M	DCFS/Probation Transitional Housing Program for Emancipated Foster/Probation Youth Contract Investigation/Monitoring/Audit Remedies and Procedures.
Exhibit E	Semi-Annual Expenditure Report
Exhibit F	Certificate of Approval

1.5 The following words as used herein shall be construed to have the following meaning, unless otherwise apparent from the context in which they are used:

- A. Bathroom** – means a private room with a door, located within an apartment, condominium, Single-Family Dwelling, or college dormitories that includes a full-size sink, toilet and bathtub and/or shower.
- B. Budget** - means the CONTRACTOR'S itemized list of expenses that describes the use of the rate amount for the THP-Plus participants.
- C. Caring Adult** - means an adult who provides a safe, stable and secure type of parenting relationship with an unconditional commitment and lifelong support.
- D. Case Management duties** - means services designed to assist the participant with reaching their case plan goals.
- E. CDSS** - means California Department of Social Services.
- F. Community Care Licensing (CCL)** - means the regulatory enforcement division within the California Department of Social Services whose mission is to promote the health, safety and quality of life each person in Community care through the administration of an effective collaborative regulatory system.
- G. Contract** – means an agreement executed between COUNTY and CONTRACTOR. It sets forth the terms and conditions for the issuance and performance of Exhibit A, Statement of Work.

- H. Contractor** – means a non-profit corporation that has entered into a contract with the COUNTY to perform or execute the work covered by Exhibit A, Statement of Work.
- I. Contractor Program Director (CPD)** - means CONTRACTOR'S officer or employee responsible for administering the Contract in accordance with the Statement of Work.
- J. Corrective Action Plan (CAP)** - means a plan developed by the CONTRACTOR to correct deficiencies identified by the COUNTY Program Manager.
- K. COUNTY** – means the Department of Children and Family Services and the Probation Department on behalf of the County of Los Angeles and its Board of Supervisors.
- L. COUNTY'S Program Manager (CPM)** – means COUNTY representative responsible for daily management of contract operation and the oversight of monitoring activities, compliance with the requirements of the Contract, and the delivery of services.
- M. County THP-Plus Certificate of Approval** - means a document issued by the COUNTY Program Manager that indicates approval and authorization of a CONTRACTOR'S Transitional Housing-Plus plan.
- N. Day or Days** – means whether singular or plural, whether with initial letter capitalized or not, shall mean calendar days, and not business or workday, unless otherwise specifically stated.
- O. DCFS** - means COUNTY'S Department of Children and Family Services
- P. Director** - means COUNTY'S Director of Children and Family Services or his or her authorized designee.
- Q. Expended Funds or Expended or Expenditures** – means THP-Plus funds, received through this Contract that are subsequently spent by CONTRACTOR for the care and services of THP-Plus participants. Expended funds must be reasonable and allowable in accordance with Part I: Unique Terms and Conditions, Section 10.0, Use of Funds, Subsection 10.3 of this Contract.
- R. Fiscal Year (s)** - means the twelve (12) month period beginning July 1<sup>st</sup> and ending the following June 30<sup>th</sup>.

- S. Good Standing** - means a provider shall not have a pattern of egregious deficiencies which may have resulted in corrective action or other administrative actions taken by the County or Community Care Licensing, and no substantiated allegations of abuse or neglect.
- T. Independent Living Program (ILP)** - means the program authorized under Title 42, Section 677(a)(1) of the U.S.Code (Social Security Act), for services and activities to assist children age 16 or older who are either a dependent (Welfare and Institutions Code Section 300) or a ward (Welfare and Institutions Code Sections 601 and 602) of the court to make the transition to independent living.
- U. Licensed Clinical Social Worker (LCSW)** – means an individual currently licensed from the California Board of Behavioral Science Examiners to provide clinical social work or mental health treatment services.
- V. Marriage and Family Therapist (MFT)** - means an individual currently licensed from the California Board of Behavioral Science Examiners to provide marriage, family, and child counseling, social work, or mental health treatment services.
- W. Mentor** – means a trusted adult friend with a long-term consistent commitment to provide guidance and support to a youth.
- X. Mentoring Program** – means a program that focuses on supporting the relationship between mentor and youth (mentee) and developing the character and capabilities of the young person.
- Y. Net County Costs** – means services or expenditures paid by the County from the County General Fund.
- Z. One-Stop Career Center (One-Stop)** - means the nation’s public-funded resource for jobseekers and businesses. One-Stop Centers have been created to help individuals in their job search. Career counselors, computers, reference material and job leads are available at each locations. Contractor may locate the closest One-Stop in Los Angeles COUNTY via the Internet at [www.laworkforce.org](http://www.laworkforce.org)
- AA. Participant** – means an emancipated foster/probation youth who resides in the Transitional Housing Program–Plus unit.
- BB. Program** - means the work to be performed by CONTRACTOR as defined in Exhibit A, Statement of Work.

- CC. Project Manager** - means the individual designated by CONTRACTOR to manage the Contract operations during the term of the Contract.
- DD. Property Management duties** - means management and maintenance of the THP-Plus living units.
- EE. Quality Control Plan** – means a system developed by CONTRACTOR, which defines all necessary measures taken to assure that the quality of the CONTRACTOR’S services will meet the contract requirements regarding timelines, accuracy, appearance, completeness, consistency, and conformity as set forth in the Statement of Work.
- FF. Real Property** – means Land and anything growing on, attached to, or erected on it.
- GG. Subcontract** - means a contract by which a third party agrees to provide the services required under the primary contract.
- HH. Supportive Transitional Emancipation Program Transitional Independent Living Plan (STEP-TILP)** - means a written service delivery plan that identifies the Participant’s level of functioning and contains the educational/vocational goals related to self-sufficiency and is updated annually.
- II. Technical Review** - means a COUNTY evaluation of a CONTRACTOR’S THP-Plus program to ensure effective implementation and Contract compliance.
- JJ. THP-Plus** – means Transitional Housing Program for Emancipated Foster/Probation Youth.
- KK. THP-Plus Participant Record Folder** - means a folder that contains reports, initial case plan, case plan updates, data, and all other information or documents required for the THP-Plus participant.
- LL. Transition Coordinator** - means the COUNTY’S Independent Living Program Coordinator.
- MM. Transitional Resource Center** – means a community center where ILP eligible youth can access community resources and services.
- NN. un-Expended Funds or “un-Expended”** - means THP-Plus funds, received through this Contract, which are retained and not spent by CONTRACTOR in accordance with Part I: Unique Terms and

Conditions, Section 11.0, Use of Funds, Subsection 11.5 of this Contract.

**OO. Workforce Investment Act (WIA)** - means a comprehensive range of workforce development activities through statewide and local organizations.

## **2.0 FUNDING FOR THE CONTRACT**

Funding for this Contract is 100% contingent on State Transitional Housing Program for Emancipated Foster/Probation Youth (THP-Plus) Services funds.

## **3.0 PARTIES TO THE CONTRACT**

3.1 The parties to this Contract are the County of Los Angeles, hereinafter referred to as "COUNTY" and AGENCY'S NAME, hereinafter referred to as "CONTRACTOR."

## **4.0 TERM AND TERMINATION**

4.1. The term of this Contract shall commence on January 1, 2009 or date of Board approval, whichever is later and shall continue through December 31, 2009, unless terminated earlier or extended, in whole or in part, as provided in this Contract.

4.2 The COUNTY shall have the sole option to extend the Contract term for up to two (2) additional one-year periods, for a maximum total Contract term of three (3) years, not to continue past December 31, 2011. Such option and extension shall be exercised at the discretion of the Director of DCFS, and Chief Probation Officer, by written notice to the CONTRACTOR, provided that approval of County's Chief Executive Officer (CEO) is obtained prior to any such extension.

4.3 COUNTY will issue a written start work notice to CONTRACTOR indicating when services under this Contract can begin. CONTRACTOR shall not begin any services under this Contract without such written start work notice from the COUNTY. COUNTY has the right to issue a written stop work order whenever the COUNTY deems that it is in its best interest to do so, and CONTRACTOR shall stop work immediately upon receipt of such written stop work notice.

4.4 CONTRACTOR shall notify COUNTY when this Contract is within six (6) months from the expiration of the term as provided for hereinabove. Upon occurrence of this event, CONTRACTOR shall send written notification to the COUNTY at the address herein provided in Exhibit D, Attachment J, County's Administration.

- 4.5 The term of this Contract may also be extended by the Director of DCFS and the Chief Probation Officer by written notice to the CONTRACTOR prior to the expiration of the contract term, after CEO approval, for a period not to exceed six (6) months beyond December 31, 2011, if such additional time is necessary to complete the negotiation or solicitation of a new Contract.

## **5.0 CONTRACT SUM**

- 5.1 COUNTY and CONTRACTOR agree that in the event the State of California fails to pay the COUNTY/DEPARTMENT OF CHILDREN AND FAMILY SERVICES claim for THP-Plus services provided by the CONTRACTOR, the COUNTY is not financially liable to the CONTRACTOR.
- 5.2. COUNTY and CONTRACTOR agree that this is a firm-fixed price contract. During the term of this Contract, COUNTY shall compensate CONTRACTOR for the services set forth in Exhibit A, Statement of Work, and at the rate of compensation set forth in Exhibit B-1, Pricing Schedule based on the number of placements and amount of time of each placement.
- 5.3 CONTRACTOR shall not be entitled to payment or reimbursement for any tasks or services performed, nor for any incidental or administrative expenses whatsoever incurred in or incidental to performance hereunder, except as specified herein. Assumption or takeover of any of the CONTRACTOR'S duties, responsibilities, or obligations, or performance of same by any entity other than the CONTRACTOR, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever, shall occur only with the COUNTY'S express prior written approval.
- 5.4 CONTRACTOR shall maintain a system of record keeping that will allow CONTRACTOR to determine when it has incurred seventy-five percent (75%) of the total contract authorization under this Contract. Upon occurrence of this event, CONTRACTOR shall send written notification to the COUNTY at the address herein provided in Exhibit D, Attachment J, County's Administration.
- 5.5 CONTRACTOR shall have no claim against COUNTY for payment of any money or reimbursement, of any kind whatsoever, for any service provided by CONTRACTOR after the expiration or other termination of this Contract. Should CONTRACTOR receive any such payment, CONTRACTOR shall immediately notify COUNTY and shall immediately repay all such funds to COUNTY. Payment by COUNTY for services rendered after expiration/termination of this Contract shall not constitute a waiver of COUNTY'S right to recover such payment from CONTRACTOR.

This provision shall survive the expiration or other termination of this Contract.

- 5.6 CONTRACTOR shall not exceed the maximum capacity of XX THP-Plus participants per month. Contractor shall not be guaranteed placements.
- 5.7 CONTRACTOR has prepared and submitted to COUNTY a budget segregating direct and indirect costs for the work to be performed by CONTRACTOR under this Contract, hereinafter referred to as "Budget". The line items shall provide sufficient detail to determine the quality and quantity of services to be delivered. This Budget is attached hereto and incorporated by reference herein as Exhibit B-2, Line Item Budget. CONTRACTOR represents and warrants that the Budget is true and correct in all respects, and services shall be delivered hereunder in accordance with the Budget. In the event the Maximum Contract Sum is increased or modified pursuant to Part II, Standard Terms and Conditions, Section 7.0, Changes and Amendments, hereof, CONTRACTOR shall prepare and submit an amended Budget.
- 5.8 Time is of the essence with regards to CONTRACTOR'S performance of any tasks, deliverables, goods, services, or other work, as specified in this Contract, provided, however, the foregoing shall not be construed to limit or deprive a party of the benefits of any grace or use period allowed in this Contract.

## **6.0 INSURANCE REQUIREMENTS**

### **6.1 General Insurance Requirements**

Without limiting CONTRACTOR'S indemnification of the COUNTY and during the term of this Contract, CONTRACTOR shall provide and maintain, and shall require all of its Subcontractors to maintain, the following programs of insurance specified in this Contract. Such insurance shall be primary to and not contributing with any other insurance or self-insurance programs maintained by COUNTY. Such coverage shall be provided and maintained at CONTRACTOR'S own expense.

- 6.1.1 Evidence of Insurance: Prior to commencing services under this Contract, certificate(s) or other evidence of coverage satisfactory to COUNTY shall be delivered to:

County of Los Angeles  
Department of Children and Family Services  
Contracts Administration  
Attention: Contract Manager  
425 Shatto Place, Room 400

Los Angeles, CA 90020

Such certificates or other evidence shall:

- 6.1.1.1 Specifically identify this Contract;
  - 6.1.1.2 Clearly evidence all coverage required in this Contract;
  - 6.1.1.3 Contain the express condition that COUNTY is to be given written notice by mail at least thirty (30) Days in advance of cancellation for all policies evidenced on the certificate of insurance;
- 6.1.2 Include copies of the additional insured endorsement to the commercial general liability policy, adding the COUNTY of Los Angeles, its Special Districts, its officials, officers and employees as insured's for all activities arising from this Contract; and
- 6.1.3 Identify any deductibles or self-insured retentions for COUNTY'S approval. The COUNTY retains the right to require the CONTRACTOR to reduce or eliminate such deductibles or self-insured retentions as they apply to the COUNTY, or, require CONTRACTOR to provide a bond guaranteeing payment of all such retained losses and related costs, including, but not limited to, expenses or fees, or both, related to investigations, claims administrations, and legal defense. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.
- 6.1.4 Insurer Financial Ratings: Insurance is to be provided by an insurance company acceptable to the COUNTY with an A.M. Best rating of not less than A:VII, unless otherwise approved by COUNTY.
- 6.1.5 Failure to Maintain Coverage: Failure by the CONTRACTOR to maintain the required insurance, or to provide evidence of insurance coverage acceptable to COUNTY, shall constitute a material breach of the Contract upon which COUNTY may immediately terminate or suspend this Contract. COUNTY, at its sole option, may obtain damages from CONTRACTOR resulting from said breach. Alternatively, COUNTY may purchase such required insurance coverage, and without further notice to CONTRACTOR, the COUNTY may deduct from sums due to the CONTRACTOR any premium costs advanced by the COUNTY for such insurance.

6.1.6 Notification of Incidents, Claims or Suits: CONTRACTOR shall report to COUNTY:

6.1.6.1 Any accident or incident relating to services performed under this Contract which involves injury or property damage which may result in the filing of a claim or lawsuit against the CONTRACTOR and/or the COUNTY. Such report shall be made in writing within 24 hours of occurrence.

6.1.6.2 Any third party claim or lawsuit filed against the CONTRACTOR arising from or related to services performed by the CONTRACTOR under this Contract.

6.1.6.3 Any injury to a CONTRACTOR employee that occurs on COUNTY property. This report shall be submitted on a COUNTY "Non-Employee Injury Report" to the COUNTY Contract Manager.

6.1.6.4 Any loss, disappearance, destruction, misuse, or theft of any kind whatsoever of COUNTY property, monies or securities entrusted to the CONTRACTOR under the terms of this Contract.

6.1.7 Compensation for COUNTY Costs: In the event that the CONTRACTOR fails to comply with any of the indemnification or insurance requirements of this Contract, and such failure to comply results in any costs to the COUNTY, the CONTRACTOR shall pay full compensation for all costs incurred by COUNTY.

6.1.8 Insurance Coverage Requirements for Subcontractors: CONTRACTOR shall ensure any and all Subcontractors performing services under this Contract meet the insurance requirements of this Contract by either:

6.1.8.1 CONTRACTOR providing evidence of insurance covering the activities of Subcontractors, or

6.1.8.2 CONTRACTOR providing evidence submitted by Subcontractors evidencing that Subcontractors maintain the required insurance coverage. COUNTY retains the right to obtain copies of evidence of Subcontractor insurance coverage at any time.

6.2 Insurance Coverage Requirements:

6.2.1 General Liability insurance (written on ISO policy form CG 00 01 or its equivalent) with limits of not less than the following:

General Aggregate:	\$2 million
Products/Completed Operations Aggregate:	\$1 million
Personal and Advertising Injury:	\$1 million
Each Occurrence:	\$1 million

6.2.2 Automobile Liability insurance (written on ISO policy form CA 00 01 or its equivalent) with a limit of liability of not less than one million dollars (\$1,000,000) for each accident. Such insurance shall include coverage for all “owned,” “hired” and “non-owned” vehicles, or coverage for “any auto.”

6.2.3 Workers’ Compensation and Employer’s Liability insurance providing workers’ compensation benefits, as required by the Labor Code of the State of California or by any other state, and for which the CONTRACTOR is responsible. If the CONTRACTOR’S employees will be engaged in maritime employment, coverage shall provide workers’ compensation benefits as required by the U.S. Longshore and Harbor Workers’ Compensation Act, Jones Act or any other federal law for which CONTRACTOR is responsible.

In all cases, the above insurance also shall include Employers’ Liability coverage with limits of not less than the following:

Each Accident:	\$1 million
Disease – policy limit:	\$1 million
Disease – each employee:	\$1 million

## **7.0. INVOICES AND PAYMENTS**

7.1 CONTRACTOR shall invoice the COUNTY only for providing the tasks, deliverables, goods, services, and other work specified in Exhibit A, Statement of Work and elsewhere hereunder. The CONTRACTOR shall prepare invoices, which shall include the charges owed to the CONTRACTOR by the COUNTY under the terms of the Contract. The CONTRACTOR’S payments shall be as provided in Exhibit B-1, Pricing Schedule, for the number of THP-Plus participants served, and the CONTRACTOR shall be paid only for the tasks, deliverables, goods, services, and other work approved in writing by the COUNTY. If the COUNTY does not approve work in writing, no payments shall be due to the CONTRACTOR for that work.

7.2 COUNTY will prorate the payment for THP-Plus participants that are served for less than a full month. The pro rata payment will be calculated by multiplying the monthly rate by a fraction, where the number of days

the THP-Plus participant was actually served is the numerator and the number of days in the invoiced month is the denominator. Payment shall commence as of the admission date and end on the effective termination date.

- 7.3 If the State fails to reimburse the COUNTY'S claim for THP-Plus services and the COUNTY has already paid the CONTRACTOR for such services, CONTRACTOR shall return to COUNTY all payments made corresponding to THP-Plus services. Furthermore, CONTRACTOR shall return said payments within thirty (30) days of receiving notification from the COUNTY.
- 7.4 Projected expenses in CONTRACTOR's budget shall be periodically adjusted based on actual population and associated revenues. CONTRACTOR represents and warrants that the budget is true and correct in all respects, based upon information and belief available to CONTRACTOR at the time, and Services shall be delivered hereunder in accordance with the budget. Any subsequent budget modifications above the five percent (5%) maximum shall be agreed to by the parties and requested in writing by CONTRACTOR. In any event, such revisions shall not result in any increase in the Maximum Contract Sum. Such requests to COUNTY shall be addressed as follows:

County of Los Angeles,  
Department of Children and Family Services  
Attention: Bedrae Davis, Program Manager  
3530 Wilshire Blvd. Suite 400  
Los Angeles, CA 90010

And a duplicate copy of the Budget modification request to:

County of Los Angeles  
Department of Children and Family Services  
Attention: Accounting Division, Contract Accounting Section  
425 Shatto Place, Room 204  
Los Angeles, California 90020

- 7.5 CONTRACTOR'S invoices shall be priced in accordance with Exhibit B-1, Pricing Schedule.
- 7.6 CONTRACTOR'S invoices shall contain the information set forth in Exhibit A, Statement of Work, describing the tasks, deliverables, goods, services, work hours, and facility and/or other work for which payment is claimed.
- 7.7 CONTRACTOR shall submit an invoice (Exhibit C, Monthly Invoice) in arrears for services rendered in the previous month. CONTRACTOR shall

make its best efforts to submit all invoices within thirty (30) Days of the last day of the month in which the service was rendered. Any invoice submitted more than thirty days after the last day of the month in which the services were rendered shall constitute a "past due invoice." Past due invoices shall be submitted no later than sixty (60) Days after the last day of the month in which the services were rendered. Notwithstanding any other provision of this Contract, CONTRACTOR and COUNTY agree that the COUNTY shall have no obligation whatsoever to pay any past due invoices which are submitted more than sixty (60) Days after the last day of the month in which the services were rendered. COUNTY may, in its sole discretion, pay some or all of a past due invoice which CONTRACTOR has submitted more than sixty (60) Days after the last day of the month in which services were rendered provided sufficient funds remain available under this Contract. These same time frames shall also apply to the submission of the CONTRACTOR'S final invoice.

- 7.8 All invoices under this Contract shall be submitted in duplicate to the following address:

CONTRACTOR shall send original invoices to:

County of Los Angeles  
Department of Children and Family Services  
Attention: Accounting Division, Contract Accounting Section  
425 Shatto Place, Room 204  
Los Angeles, CA 90020

And a duplicate copy of the invoices to:

County of Los Angeles  
Department of Children and Family Services  
Attention: Bedrae Davis, Program Manager  
3530 Wilshire Blvd., 4<sup>th</sup> floor  
Los Angeles, California 90010

- 7.9 All invoices submitted by the CONTRACTOR for payment must have the written approval of the COUNTY'S Program Manager prior to any payment thereof. In no event shall the COUNTY be liable or responsible for any payment prior to such written approval. Approval for payment will not be unreasonably withheld, and in no instance will such approval take more than two (2) weeks from receipt of properly prepared invoices by the COUNTY.
- 7.10 Expenditures made by CONTRACTOR in the operation of this Contract shall be in compliance and in conformity with the Office of Management and Budget (OMB) Circular, A-122. CONTRACTOR is responsible for

obtaining the most recent version of this Circular which is available online via the Internet at <http://www.whitehouse.gov/omb/circulars/index.html>

- 7.11 Payment to CONTRACTOR will be made in arrears on a monthly basis for services performed, provided that the CONTRACTOR is not in default under any provision of this Contract. COUNTY has no obligation to pay for any work except those services expressly authorized by this Contract.
- 7.12 In compliance with Internal Revenue Service (IRS) requirements, CONTRACTOR shall provide CONTRACTOR'S Tax Identification Number.
- 7.13 CONTRACTOR is responsible for the accuracy of invoices submitted to COUNTY. Further, it is the responsibility of CONTRACTOR to reconcile or otherwise correct inaccuracies or inconsistencies in the invoices submitted by CONTRACTOR and to notify COUNTY of any overpayments received by CONTRACTOR. Overpayment received by CONTRACTOR, as determined by Program Manager, or designee, shall be returned to COUNTY by CONTRACTOR within thirty (30) Days of receiving notification of such overpayment from the COUNTY, or may be set off at COUNTY'S election against future payments due CONTRACTOR. Notwithstanding any other provision of this Contract, CONTRACTOR shall return to COUNTY any and all payments, which exceed the Maximum Contract Sum. Furthermore, CONTRACTOR shall return said payments within thirty (30) Days of receiving notification of overpayment from the COUNTY or immediately upon discovering such overpayment, whichever date is earlier.
- 7.14 CONTRACTOR shall not be paid for expenditures beyond the Maximum Contract Sum, and CONTRACTOR agrees that COUNTY has no obligation, whatsoever, to pay for any expenditures by CONTRACTOR that exceed the Maximum Contract Sum.
- 7.15 Payment to CONTRACTOR for services performed will be made only if the State will pay the claim for THP-Plus services submitted by the COUNTY/DCFS. COUNTY has no obligation to pay the CONTRACTOR if the State fails to pay COUNTY/DCFS for these specific services.
- 7.16 In the event that COUNTY identifies an excess payment made to CONTRACTOR, and/or any other excess funds issued by COUNTY on behalf of THP-Plus participant during the term or within five (5) years after expiration of this contract or contract extension, COUNTY will notify CONTRACTOR of such in writing. Upon receipt of such notice, CONTRACTOR and COUNTY shall attempt to resolve the discrepancy within thirty (30) days. Within thirty (30) Days after the date of receipt of such notice, CONTRACTOR shall return the excess payment to COUNTY,

execute a contract to pay within another mutually agreed upon time frame, or register a notice of dispute with accompanying documentation to:

Department of Children and Family Services  
Attention: Accounting Division, Contract Accounting Section  
425 Shatto Place, Room 204  
Los Angeles, California 90020

In the event CONTRACTOR identifies an excess payment made by COUNTY, CONTRACTOR will notify COUNTY and, upon written confirmation by COUNTY of excess payment amount, CONTRACTOR will return all excess payments within thirty (30) Days to the address above.

- 7.17 If CONTRACTOR registers a notice of dispute pursuant to Section 7.16, the Division Chief will evaluate the adequacy of the CONTRACTOR'S written response. Within 25 calendar days of DCFS' receipt of CONTRACTOR'S written response, DCFS will provide CONTRACTOR with DCFS' written response, which sets forth the required DCFS Corrective Action Plan. Should CONTRACTOR disagree with the contents of the CAP, CONTRACTOR shall submit a response to the DCFS CAP within 15 business days via first class mail to DCFS Fiscal Monitoring Section. DCFS will review the CONTRACTOR'S response to the DCFS CAP and issue a final required DCFS Corrective Action Plan within 5 calendar days. Should CONTRACTOR not comply with the Corrective Action Plan, DCFS may, in its sole discretion, exercise any and all remedies, including but not limited to withhold placement of additional THP-Plus participants.
- 7.18 With regard to overpayments, COUNTY shall be entitled to pre-judgment interest at the highest rate permitted by law. With regard to underpayments, CONTRACTOR shall be entitled to pre-judgment interest at the highest rate permitted by law.
- 7.19 Provided that COUNTY shall remove all THP-Plus participants on or prior to the expiration or other termination of this Contract, CONTRACTOR shall have no claim against COUNTY for payment of any money or reimbursement, of any kind whatsoever, after the expiration or other termination of this Contract. Should CONTRACTOR receive any such payment it shall immediately notify COUNTY and shall immediately repay all such funds to COUNTY. Payment by COUNTY for Services rendered after expiration/termination of this Contract shall not constitute a waiver of COUNTY'S right to recover such payment from CONTRACTOR. This provision shall survive the expiration or other termination of this Contract.

## **8.0 CONTRACTOR'S WORK**

- 8.1 Pursuant to the provisions of this Contract, CONTRACTOR shall fully perform, complete and deliver on time, all tasks, deliverables, services and other work as more fully set forth in Exhibit A, Statement of Work.
- 8.2 If the CONTRACTOR provides any tasks, deliverables, goods, services, or other work, other than as specified in this Contract, the same shall be deemed to be a gratuitous effort on the part of the CONTRACTOR, and the CONTRACTOR shall have no claim whatsoever against the COUNTY.
- 8.3 If the State will not pay the claim of the COUNTY for THP-Plus services, CONTRACTOR will not get paid as mentioned under Part I: Unique Terms and Conditions, Section 5.0, Contract Sum, Subsection 5.1; and Section 7.0, Invoices and Payments, Subsection 7.15. The CONTRACTOR shall fully perform, complete and deliver on time all tasks, deliverables, services and other work as more fully set forth in Exhibit A, Statement of Work.

## **9.0 CONFIDENTIALITY**

- 9.1 CONTRACTOR shall maintain the confidentiality of all records obtained from the COUNTY under this Contract in accordance with all applicable federal, State or local laws, ordinances, regulations and directives relating to confidentiality.
- 9.2 CONTRACTOR shall inform all of its officers, employees, agents and Subcontractors providing services hereunder of the confidentiality provisions of this Contract.
- 9.3 CONTRACTOR shall cause each employee performing services covered by this Contract to sign and adhere to Exhibit D, Attachment C-2, "Contractor's Employee Acknowledgment and Confidentiality Agreement". The form shall be kept in the employee's personnel file and available upon request.
- 9.4 CONTRACTOR shall cause each non-employee performing services covered by this Contract to sign and adhere to Exhibit D, Attachment D "Contractor's Non-Employee Acknowledgment and Confidentiality Agreement".
- 9.5 CONTRACTOR shall notify COUNTY of any attempt to obtain confidential records through legal process.
- 9.6 CONTRACTOR agrees to notify COUNTY in writing within twenty-four (24) hours of any actual or suspected misuse, misappropriation, unauthorized disclosure of, or unauthorized access to Confidential information that may come to CONTRACTOR'S attention, and that

includes unauthorized access to CONTRACTOR'S computer or computers (including those of any Subcontractor involved in the Relationship) containing CONTRACTOR'S or COUNTY'S Confidential Information related to this Contract, including names and information of referred clients. Unauthorized access may include a virus or worm that penetrates and gains access to a computer and places a back door or keystroke logger on it, or a directed hack/crack that gains access to and some control over a computer.

- 9.7 CONTRACTOR shall comply with all applicable laws pertaining to confidentiality. This shall include, but is not limited to, the confidentiality provisions of Section 827 and Section 10850 of the California Welfare and Institutions Code and MPP Division 19.
- 9.8 CONTRACTOR shall maintain the confidentiality of all records, including but not limited to COUNTY records and client records, in accordance with all applicable federal, State and local laws, regulations, ordinances and directives regarding confidentiality. CONTRACTOR shall inform all of its officers, employees, and agents providing Services and care hereunder of the confidentiality provisions of this Contract. All employees of CONTRACTOR who have access to confidential records and data must sign and adhere to Exhibit D, Attachment C-2, "CONTRACTOR'S Employee Acknowledgment and Confidentiality Agreement".
- 9.9 To the extent that CONTRACTOR, or any of its employees, affiliates or Subcontractors, is a "covered entity" under the Federal Health Insurance Portability and Accountability Act (HIPAA), CONTRACTOR and COUNTY agree that CONTRACTOR, or any of its employees, affiliates or Subcontractors, may release "protected health information," as that term is defined by HIPAA, to DCFS, without a signed authorization, for the purpose of coordinating or managing the care of THP-Plus participants.

## **10.0 CONTRACTOR'S STAFF IDENTIFICATION**

CONTRACTOR shall provide, at CONTRACTOR'S expense, all staff providing services under this Contract with a photo identification badge.

## **11.0 USE OF FUNDS**

- 11.1 All uses of funds paid to CONTRACTOR and other financial transactions related to CONTRACTOR'S provision of services under this Contract are subject to review and/or audit by DCFS, Probation, COUNTY'S Auditor-Controller or its designee, and the State of California. In the event this Contract is subject to audit exceptions, CONTRACTOR shall pay to COUNTY the full amount of CONTRACTOR'S liability for such audit exceptions, as determined by DCFS, upon demand by COUNTY.

- 11.2 CONTRACTOR shall be organized and operated as a Federal Tax Exempt and non-profit corporation throughout the term of this Contract and conduct itself in accordance with all accounting and operating requirements of such status.
- 11.3 CONTRACTOR shall use THP-Plus funds paid to and Expended by CONTRACTOR only for the care and Services of THP-Plus participants, in order to maintain the standards of care and services consistent with the Statement of Work and the THP-Plus payments received. By August 1 of each year, CONTRACTOR shall submit to COUNTY a cost allocation plan, which provides for the reasonable allocation of CONTRACTOR'S Expenditures for the then current fiscal year. CONTRACTOR'S cost allocation plan shall be developed in accordance with the principles included in OMB Circular A-122 and the Auditor-Controller Contract Accounting and Administration Handbook (Attachment E).
- 11.4 CONTRACTOR shall Expend THP-Plus funds on reasonable and allowable Expenditures in providing the necessary care and Services, as specified in this Contract, for THP-Plus participants. The determination of reasonable and allowable Expenditures shall be in accordance with OMB Circular A-122; Manual of Policy and Procedures, Sections 11-400, and 11-410; and 45 CFR 74.27 and the Auditor-Controller Contract Accounting and Administration Handbook (Attachment E). Any THP-Plus funds not Expended in accordance with the above will be disallowed on monitoring/audit, and will require repayment by CONTRACTOR. Any dispute regarding repayment of funds is subject to the provisions outlined in Part II: Standard Terms and Conditions, Section 39.0, Notice of Dispute.
- 11.5 Notwithstanding any other provision of this Contract, in addition to all other rights to monitor, including but not limited to audit, CONTRACTOR and COUNTY agree that it is the intent of the parties that COUNTY shall have the right to audit any and all use of THP-Plus funds, paid to and expended by CONTRACTOR, in order to ensure that all Expended and unspent funds are accounted for and that unspent funds are held for the future benefit of THP-Plus participants, and to determine the appropriate disposition of unallowable Expenditures.
- 11.6 Total accumulated unexpended funds (TAUF) shall include (1) CONTRACTOR'S un-Expended funds; and (2) CONTRACTOR'S accumulated, unexpended THP-Plus funds received from COUNTY between January 1, 2009 through the expiration date of the most recently completed contract term. If facts suggest the possibility of fraud or significant abuse, COUNTY reserves the right to review uses of unexpended funds accumulated in periods prior to January 1, 2009. CONTRACTOR'S TAUF shall be reflected on its Semi-Annual Revenue and Expenditure Report (Exhibit E).

At the end of any given CONTRACTOR fiscal year, any TAUF that is equal to or less than one month budgeted revenues for COUNTY'S THP-Plus Program for its next fiscal year may be retained by CONTRACTOR for future use for the benefit of THP-Plus participants for reasonable and allowable costs. The maximum level of retainable TAUF will hereafter be referred to as the TAUF Ceiling. In the event that CONTRACTOR'S TAUF, at the end of June 30, 2008 exceeds the TAUF Ceiling, CONTRACTOR shall return to COUNTY a Cashier's check with the Semi-Annual Report to:

County of Los Angeles  
Department of Children and Family Services  
Attn: Accounting Division, Contract Accounting Services  
425 Shatto Place, Room 204  
Los Angeles, CA 90020

## **12.0 FINANCIAL REPORTING**

- 12.1 CONTRACTOR shall report semi-annual revenues and expenditures on the Semi-Annual Revenue and Expenditure Report (Exhibit E). This report will require sign-off, under penalty of perjury, by CONTRACTOR'S Executive Director or CONTRACTOR'S Administrator.
- 12.2 The Semi-Annual Revenue and Expenditure report shall be mailed no later than: September 1 for the semi-annual report for the period ended June 30 and March 1 for the semi-annual report for the period ended December 31.
- 12.3 If the Contract starts on a date other than July 1 or January 1, then the initial report shall be for a period less than six (6) months and the final report will also be for a period less than six (6) months.
- 12.4 In the event that the expenditure report is not filed timely, COUNTY may limit additional THP-Plus participants.
- 12.5 The Semi-Annual Revenue and Expenditure report and total program cost display shall be mailed to:

Department of Children and Family Services  
Accounting Division: Contract Accounting Section  
425 Shatto Place, Room 204  
Los Angeles, CA 90020

## **13.0 RECORDS AND INVESTIGATION**

- 13.1 CONTRACTOR shall maintain and retain records on each THP-Plus participant as required by this contract. Such records shall include, but not

be limited to, program placement and termination documents, medical and dental records, a record of court orders allowing psychotropic medication, THP-Plus participant financial records (clothing, allowances, earnings, medical expenses, etc.), diagnostic evaluations and studies, THP-Plus participant interviews, special incident reports, social worker progress notes (including treatment, school, extracurricular activities at school or in the Community, etc.), and notes on Services provided by the various professional and paraprofessional staff (treatment, recreation, child care, etc.). The records shall be in sufficient detail to permit an evaluation of Services provided. The information in the THP-Plus participants record, maintained at CONTRACTOR'S offices, shall be confidential, kept in a locked file, and made available only to selected staff who require it for Needs and Services planning.

- 13.2 COUNTY retains the right to inspect and conduct investigations of CONTRACTOR'S program/fiscal operations and contract compliance without prior notice to CONTRACTOR, seven days a week, 24 hours a day. Unannounced audits and investigations may occur without prior notice when COUNTY, in its sole discretion, deems it necessary. CONTRACTOR will be given reasonable prior notice of routine audits and inspections. CONTRACTOR agrees that COUNTY, or its authorized representatives, the State of California, or its authorized representatives, or the Federal Government, or its authorized representatives, including but not limited to, the U.S. Comptroller General, shall have access to and the right to inspect, examine, audit, excerpt, copy or transcribe any pertinent transaction, activity, or records relating to this Contract. The Auditor-Controller/Department of Children and Family Services Fiscal Audit Phases, details the audit protocols followed by the A/C and DCFS during fiscal audit reviews.
- 13.3 CONTRACTOR shall maintain accurate and complete financial records of all its activities and operations relating to this Contract in accordance with generally accepted accounting principles and which meet the requirements for contract accounting described in Auditor-Controller Contract Accounting and Administration Handbook (Exhibit D, Attachment E). CONTRACTOR shall also maintain accurate and complete employment and other records relating to its performance of this Contract.
- 13.4 CONTRACTOR shall maintain and retain records on each employee and volunteer as required by California Code of Regulations, Title 22, Division 6, Chapter 1, Section 80066 and Chapter 5, Sections 84066, 84066.1. Such records shall include, but not be limited to, fingerprint clearances, Child Abuse Index clearances, CONTRACTOR'S Certificate of Approval, and CONTRACTOR'S admission agreements for each THP-Plus participant.

- 13.5 All records described in Sections 13.1, 13.3 and 13.4 hereof, supporting documents, statistical records, and all other records pertinent to performance of this Contract, including, but not limited to, all timecards and other employment records and confidential information, shall be kept and maintained by CONTRACTOR at a location in Los Angeles County or contiguous county and shall be made available to COUNTY, State or Federal authorities, as provided by applicable law, during the term of this Contract and either for a period of five (5) years after the expiration of the term of this Contract or for a period of three (3) years from the date of the submission of the final expenditure report, whichever date is later. If before the expiration of that time period, any litigation, claim, financial management review, or audit is started, the records shall be retained until all litigation, claims, financial management reviews, or audit findings involving the records have been resolved and final action taken. If such material is located outside of Los Angeles County or contiguous county, then, at COUNTY'S sole option, CONTRACTOR shall pay COUNTY for travel per diem and other costs incurred by COUNTY in exercising its rights under this Section. CONTRACTOR shall maintain all records in accordance with California State records and retention regulations including the provisions of California Department of Social Services Manual, Section 23-353.
- 13.6 Such program reviews, investigations, and/or audits shall encompass all of CONTRACTOR'S financial program and THP-Plus participant's records related to services provided under this Contract, and any other financial transactions, as determined necessary by COUNTY to ensure that THP-Plus funds have been accounted for and Expended in accordance with Part I: Unique Terms and Conditions, Section 11.0, Use of Funds. Methods of inspection may include, but are not limited to, the interview of CONTRACTOR'S staff, insurance agents, banks, personnel, journals, cancelled checks, timecards, personnel records, Subcontracts, space and equipment leases and other relevant books, records, worksheets and logs as appropriate for ensuring CONTRACTOR accountability of expenditures and program performance under this Contract. CONTRACTOR'S employee records may be reviewed in accordance with State and federal labor laws. CONTRACTOR shall enlist the cooperation of all Subcontractors, staff, and Board members in such efforts.
- 13.7 Upon request, CONTRACTOR shall provide COUNTY with photocopies of records and documents, including THP-Plus participants' records, and personnel records, unless prohibited by federal, state, or local laws. CONTRACTOR shall be responsible for the cost of providing photocopies to COUNTY.
- 13.8 In the event that an audit is conducted of CONTRACTOR specifically regarding this Contract by any Federal or State Auditor, or by any auditor

employed by CONTRACTOR or otherwise, then CONTRACTOR shall file a copy of such audit report with COUNTY'S Auditor-Controller within thirty (30) Days of CONTRACTOR'S receipt thereof, unless otherwise provided by applicable Federal or State law or under this Contract. COUNTY shall make a reasonable effort to maintain the confidentiality of such audit report(s).

- 13.9 Failure on the part of CONTRACTOR to comply with the provisions of this Section shall constitute a material breach of this Contract upon which COUNTY may take all appropriate action including but not limited to, withhold the placement of additional THP-Plus participant. If CONTRACTOR disagrees that there has been a material breach, CONTRACTOR may exercise any and all of its legal rights consistent with Part II: Standard Terms and Conditions, Section 39.0, Notice of Dispute.

#### **14.0 INDEMNIFICATION**

- 14.1 CONTRACTOR shall indemnify, defend and hold harmless the COUNTY, its Special Districts, elected and appointed officers, employees, and agents from and against any and all liability, including but not limited to, demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with CONTRACTOR'S acts and/or omissions arising from and/or relating to this Contract.
- 14.2 CONTRACTOR shall indemnify, defend, and hold harmless COUNTY, its agents, officers and employees from any and all CONTRACTOR employee Worker's Compensation claims, suits, liability, or expense resulting from its performance of this Agreement and will bear the sole responsibility and liability for furnishing Worker's Compensation benefits in an amount and form to meet the State of California's statutory requirements, and in amounts as set forth in Section 6.2.3, to any and all CONTRACTOR personnel for injuries arising from or connected with Services performed under this Contract.
- 14.3 CONTRACTOR shall indemnify COUNTY, and hold it harmless from any and all loss, damage, costs, and expenses, including reasonable attorney's fees, suffered or incurred on account of any breach by CONTRACTOR of the obligations and covenants described in Part II: Standard Terms and Conditions, Section 32.0, Independent Contractor Status, Subsections 32.1 and 32.2.

#### **15.0 BACKGROUND AND SECURITY INVESTIGATIONS**

- 15.1 At any time prior to or during term of this Contract, the COUNTY may require that all CONTRACTOR staff performing work under this Contract undergo and pass, to the satisfaction of COUNTY, a background

investigation, as a condition of beginning and continuing to work under this Contract. COUNTY shall use its discretion in determining the method of background clearance to be used, up to and including a COUNTY performed fingerprint security clearance. The fees associated with obtaining the background information shall be at the expense of the CONTRACTOR, regardless if the CONTRACTOR'S staff passes or fails the background clearance investigation.

- 15.2 COUNTY may request that CONTRACTOR'S staff be immediately removed from working on the COUNTY Contract at any time during the term of the Contract. COUNTY will not provide to CONTRACTOR or to CONTRACTOR'S staff any information obtained through the COUNTY conducted background clearance.
- 15.3 COUNTY may immediately, at the sole discretion of the COUNTY, deny or terminate facility access to CONTRACTOR'S staff who do not pass such investigation(s) to the satisfaction of the COUNTY whose background or conduct is incompatible with COUNTY facility access.
- 15.4 Disqualification, if any, of CONTRACTOR staff, pursuant to this Sub-section shall not relieve CONTRACTOR of its obligation to complete all work in accordance with the terms and conditions of this Contract.

## **16.0 TRANSITIONAL JOB OPPORTUNITIES PREFERENCE PROGRAM**

- 16.1 This Contract is subject to the provisions of the County's ordinance entitled Transitional Job Opportunities Preference Program, as codified in Chapter 2.205 of the Los Angeles County Code.
- 16.2 Contractor shall not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a Transitional Job Opportunity vendor.
- 16.3 Contractor shall not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the certification or denial of certification of any entity as a Transitional Job Opportunity vendor.
- 16.4 If Contractor has obtained County certification as a Transitional Job Opportunity vendor by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which

by reason of such certification has been awarded this contract to which it would not otherwise have been entitled, shall:

16.4.1 Pay to the County any difference between the contract amount and what the County's costs would have been if the contract had been properly awarded;

16.4.2 In addition to the amount described in subdivision (1), be assessed a penalty in an amount of not more than 10 percent (10%) of the amount of the contract; and

16.4.3 Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Contractor Non-responsibility and Contractor Debarment).

16.5 The above penalties shall also apply to any entity that has previously obtained proper certification, however, as a result of a change in their status would no longer be eligible for certification, and fails to notify the certifying department of this information prior to responding to a solicitation or accepting a contract award.

## **17.0 HOLD STATUS, DO NOT REFER STATUS, DO NOT USE STATUS, CORRECTIVE ACTION PLAN**

COUNTY may, during the normal course of its monitoring or investigation, place CONTRACTOR on Hold Status, Do Not Refer (DNR) Status and/or Do Not Use (DNU) Status, when the COUNTY reasonably believes, in its sole discretion, that the CONTRACTOR has engaged in conduct which may jeopardize THP-Plus participants; there has been a serious event that may implicate the CONTRACTOR, in issues of abuse or neglect; there is serious risk of abuse or neglect; or noncompliance with a significant administrative/fiscal/programmatic requirement of the Contract. The local agency procedures referred to in Subsections 17.2, 17.3, and 17.4 are internal DCFS/Probation procedures and are titled, respectively, Hold Status, Do Not Refer Status, and Do Not Use Status. DCFS/Probation may vary from the current protocol and procedures when such variance is required to protect the health and safety of Emancipated Youth. A copy of the COUNTY's current policies and procedures is attached herein as Attachment M, DCFS/Probation Transitional Housing Program for Emancipated Foster/Probation Youth Contract Investigation/Monitoring/Audit Remedies and Procedures.

### **17.1 Corrective Action Plan (CAP)**

When DCFS/Probation reasonably determines in its sole discretion, that a CONTRACTOR's deficiencies are amenable to correction, DCFS/Probation may require CONTRACTOR to provide a Corrective

Action Plan and DCFS/Probation and CONTRACTOR may enter into a Corrective Action Plan. A CAP shall serve as CONTRACTOR's commitment to remedy such deficiencies. The CAP procedures are further discussed in Attachment M, DCFS/Probation Transitional Housing Program for Emancipated Foster/Probation Youth (THP-Plus) Contract Investigation/Monitoring/Audit Remedies and Procedures.

#### 17.2 Hold Status

Notwithstanding any other provision of this Contract, COUNTY retains the right to temporarily suspend referrals of youth to CONTRACTOR by placing CONTRACTOR on Hold status, for up to a 45-day period at any time during investigations or monitoring when based on prima facie evidence, DCFS/Probation reasonably believes, in its sole discretion, that the CONTRACTOR has engaged in conduct which may jeopardize a minor or minors; there has been a serious event that may implicate the CONTRACTOR, in issues of abuse or neglect; there is serious risk of abuse or neglect; or noncompliance with a significant administrative/fiscal/programmatic requirement of this Contract for which the CONTRACTOR failed to take corrective action (when appropriate) pursuant to Sub-section 17.1, and as further described in Attachment M, DCFS/Probation THPP Contract Investigation/Monitoring/Audit Remedies and Procedures.

#### 17.3 Do Not Refer Status

Notwithstanding any other provision of this Contract, COUNTY retains the right to suspend referrals of youths to CONTRACTOR by placing CONTRACTOR on Do Not Refer Status (DNR Status), when COUNTY reasonably believes, in its sole discretion based upon prima facie evidence that the CONTRACTOR has engaged in conduct which may jeopardize THP-Plus participants; there has been a serious event that may implicate the CONTRACTOR, in issues of abuse or neglect; there is serious risk of abuse or neglect; or in issues of noncompliance with significant administrative/fiscal/programmatic requirement of this Contract for which the CONTRACTOR failed to take corrective action (when appropriate) pursuant to Sub-section 17.1, and as further described in Attachment M, DCFS/Probation THP-Plus Contract Investigation/Monitoring/Audit Remedies and Procedures.

When DNR Status is implemented, a CAP may be established, as provided in Attachment M, DCFS/Probation THP-Plus Contract Investigation/Monitoring/Audit Remedies and Procedures. DNR Status is removed if the CONTRACTOR conforms to the CAP in terms of content and timeframe, or as provided in Attachment M, DCFS/Probation THP-Plus Contract Investigation/Monitoring/Audit Remedies and Procedures.

#### 17.4 Do Not Use Status

Notwithstanding any other provision of this Contract, COUNTY retains the right to remove or cause to be removed any or all THP-Plus participants from the CONTRACTOR's care by placing CONTRACTOR on Do Not Use Status (DNU Status), when COUNTY reasonably believes, in its sole discretion, based upon prima facie evidence that the CONTRACTOR has engaged in conduct which may jeopardize THP-Plus participants; there has been a serious event that may implicate the CONTRACTOR, in issues of abuse or neglect; there is serious risk of abuse or neglect; or in issues of noncompliance with significant administrative/fiscal/programmatic requirement of this Contract for which the CONTRACTOR failed to take corrective action (when appropriate) pursuant to Sub-section 17.1, and as further described in Attachment M , DCFS/Probation THP-Plus Contract Investigation/Monitoring/Audit Remedies and Procedures.

Under unique, warranted circumstances, a DNU Status may be rescinded, as provided in Attachment M DCFS/Probation THP-Plus Contract Investigation/Monitoring/Audit Remedies and Procedures.

#### 17.5 Notice Requirements

COUNTY will notify CONTRACTOR in writing within 72 hours of DCFS'/Probation's decision to place CONTRACTOR on Hold or intention to implement Do Not Refer, or Do Not Use Status. Verbal notification of such actions will be provided prior to or at the time of CONTRACTOR's placement on Hold/DNR/DNU Status to the extent possible. To the extent possible and reasonable, and without interfering with any law enforcement investigation, and consistent with statutes and regulations related to confidentiality laws, notification will include the reason(s) for placing CONTRACTOR on Hold Status, or implementing Do Not Refer or Do Not Use Status.

When DNR or DNU Status is recommended, the written notification letter will also invite CONTRACTOR to participate in a Review Conference (as described in Attachment M) to discuss the COUNTY's decision and include a deadline by which the CONTRACTOR must indicate its intent to participate in the Review Conference (please refer to Attachment M, DCFS/Probation Transitional Housing Program for Emancipated Foster/Probation Youth Contract Investigation/Monitoring/Audit Remedies and Procedures).

#### 17.6 Disagreement with Decision

CONTRACTOR may challenge the COUNTY action in accordance with DCFS/Probation local agency policies and procedures (please refer to Attachment M then in effect, and thereafter, CONTRACTOR may appeal through the dispute resolution procedures described in Part II, Section 39.0, Notice of Dispute.

#### 17.7 Termination Status

Nothing herein shall preclude the COUNTY from terminating this Contract for convenience or for default. Notwithstanding any other provision of this Contract, in the event either COUNTY or CONTRACTOR terminates this Contract for convenience or for default, COUNTY shall suspend referrals of children to CONTRACTOR and remove, or cause to be removed, all THP-Plus participants from the CONTRACTOR's supervision. In such event, no DCFS/Probation local agency grievance policies and procedures will occur.

Department of Children and Family Services - Contract Development/Fiscal Management  
**PART II: STANDARD TERMS AND CONDITIONS**

County of Los Angeles - Department of Children and Family Services  
**STANDARD TERMS AND CONDITIONS**

**1.0 ADMINISTRATION OF CONTRACT – CONTRACTOR**

1.1 CONTRACTOR’S Program Director

1.1.1 CONTRACTOR’S Program Director is designated in Exhibit D, Attachment I, CONTRACTOR’S Administration. The CONTRACTOR shall notify the COUNTY in writing of any change in the name or address of the CONTRACTOR’S Program Director.

1.1.2 CONTRACTOR’S Program Director shall be responsible for CONTRACTOR’S day-to-day activities as related to this Contract and shall coordinate with COUNTY’S Program Manager and Program Monitor on a regular basis.

1.2 Approval of CONTRACTOR’S Staff

COUNTY has the absolute right to approve or disapprove all of CONTRACTOR’S staff performing work hereunder and any proposed changes in CONTRACTOR’S staff, including, but not limited to, CONTRACTOR’S Program Director.

**2.0 ADMINISTRATION OF CONTRACT – COUNTY**

A listing of all COUNTY Administration referenced in the following Sub-sections is designated in Exhibit D, Attachment J, COUNTY’S Administration. The COUNTY shall notify the CONTRACTOR in writing of any change in the names or addresses shown.

2.1 COUNTY’S Program Manager

The responsibilities of the COUNTY’S Program Manager include:

- Ensuring that the objectives of this Contract are met;
- Making changes in the terms and conditions of this Contract in accordance with Part II, Section 7.0, Change Notices and Amendments; and
- Providing direction to CONTRACTOR in the areas relating to COUNTY policy, information requirements, and procedural requirements

- Meeting with CONTRACTOR'S Program Manager on a regular basis; and
- Inspecting any and all tasks, deliverables, goods, services, or other work provided by or on behalf of CONTRACTOR.

The COUNTY'S Program Manager is not authorized to make any changes in any of the terms and conditions of this Contract and is not authorized to further obligate COUNTY in any respect whatsoever.

## 2.2 COUNTY'S Contract Program Monitor

The COUNTY'S Program Monitor is responsible for overseeing the day-to-day administration of this Contract. The Program Monitor reports to the COUNTY'S Program Manager.

## 3.0 AMERICANS WITH DISABILITIES ACT (ADA)

The CONTRACTOR agrees to abide by all applicable federal, State and local laws including the Americans with Disabilities Act (ADA) and its requirement to provide reasonable accommodations and auxiliary aids or services, unless compliance with the ADA would place an undue financial burden on, or would fundamentally alter the nature of, the CONTRACTOR'S program.

## 4.0 ASSIGNMENT AND DELEGATION

- 4.1 CONTRACTOR shall not assign its rights or delegate its duties under this Contract, or both, whether in whole or in part, without the prior written consent of COUNTY, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this sub-section, COUNTY consent shall require a written amendment to the Contract, which is formally approved and executed by the parties. Any payments by COUNTY to any approved delegate or assignee on any claim under this Contract shall be deductible, at COUNTY'S sole discretion, against the claims which CONTRACTOR may have against COUNTY.
- 4.2 Shareholders, partners, members, or other equity holders of CONTRACTOR may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of CONTRACTOR to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of the Contract, such disposition is an assignment requiring the prior written consent of COUNTY in accordance with applicable provisions of this Contract.

- 4.2.1 Any withdrawal or change of shareholders, members, directors or other persons at the time of CONTRACTOR'S Provider's Certification (which significantly changes CONTRACTOR'S program as it existed at the time of the execution of this Contract) is an assignment requiring COUNTY consent.
- 4.2.2 Any payments by COUNTY to CONTRACTOR or its assignee, or acceptance of any payments by COUNTY from CONTRACTOR or its assignee on any claim under this Agreement shall not waive or constitute COUNTY consent.
- 4.2.3 Upon assignment and/or delegation, each and all of the provisions, agreements, terms, covenants, and conditions herein contained, shall be binding upon both CONTRACTOR and upon any assignee/delegate thereof.
- 4.3 Any assumption, assignment, delegation, or takeover of any of the CONTRACTOR'S duties, responsibilities, obligations, or performance of same by any entity other than the CONTRACTOR, whether through assignment, Subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without COUNTY'S express prior written approval, shall be a material breach of the Contract which may result in the termination of the Contract. In the event of such termination, COUNTY shall be entitled to pursue the same remedies against CONTRACTOR as it could pursue in the event of default by CONTRACTOR.

## **5.0 AUTHORIZATION WARRANTY**

The CONTRACTOR represents and warrants that the person executing this Contract for the CONTRACTOR is an authorized agent who has actual authority to bind the CONTRACTOR to each and every term, condition, and obligation of this Contract and that all requirements of the CONTRACTOR have been fulfilled to provide such actual authority.

## **6.0 BUDGET REDUCTION**

In the event that the County's Board of Supervisors adopts, in any fiscal year, a COUNTY Budget which provides for reductions in the salaries and benefits paid to the majority of COUNTY employees and imposes similar reductions with respect to COUNTY contracts, the COUNTY reserves the right to reduce its payment obligation under this Contract correspondingly for that fiscal year and any subsequent fiscal year during the term of this Contract (including any extensions), and the services to be provided by the CONTRACTOR under this

Contract shall also be reduced correspondingly. The COUNTY'S notice to the CONTRACTOR regarding said reduction in payment obligation should be provided within thirty (30) calendar Days of the Board's approval of such actions. Except as set forth in the preceding sentence, the CONTRACTOR shall continue to provide all of the services set forth in this Contract.

## **7.0 CHANGES AND AMENDMENTS**

- 7.1 COUNTY reserves the right to change any portion of the work required under this Contract, or amend such other terms and conditions, as may become necessary. Any such revision shall be accomplished as set forth in this section 7.0.
- 7.2 Except as provided in this section, 7.0, for any change which affects the scope of work, term of Contract, Contract Sum, payments, or any terms or conditions included under this Contract, an amendment shall be prepared by DCFS and executed by the Contractor and County's Board of Supervisors or the Director of DCFS and the Chief Probation Officer, in the event the Director of DCFS and the Chief Probation Officer have the delegated authority to execute. Approval of County Counsel must be obtained for any changes which affect the scope of work.
- 7.3 COUNTY's Board of Supervisors or Chief Executive Officer or designee may require the addition and/or change of certain terms and conditions in the Contract during the term of this Contract. The COUNTY reserves the right to add and/or change such provisions as required by the County's Board of Supervisors or Chief Executive Officer. To implement such changes, an Amendment to the Contract shall be prepared by DCFS and executed by the CONTRACTOR and by the COUNTY.
- 7.4 The COUNTY may sign an Amendment to this Contract without further action by the Board of Supervisors only under the following conditions as applicable:
  - 7.4.1 The amendment shall be in compliance with applicable COUNTY, State and federal regulations; and
  - 7.4.2 The Board of Supervisor has appropriated sufficient funds in COUNTY's budget; and
  - 7.4.3 The Amendment is for a decrease, or an increase of not more than 10 percent correlated to an increase or a decrease in the number of units of service, of the original Maximum Contract Sum; and
  - 7.4.4 Prior CEO approval is obtained and notice given to County Counsel.

## **8.0 CHILD ABUSE PREVENTION REPORTING**

- 8.1 CONTRACTOR agrees that the safety of the child will always be the first priority. To ensure the safety of children, CONTRACTOR will immediately notify COUNTY and the Child Abuse Hotline whenever CONTRACTOR reasonably suspects that a child has been a victim of abuse and/or is in danger of future abuse. The CONTRACTOR will remain with the child if imminent risk is present.
- 8.2 CONTRACTOR shall ensure that all known or suspected instances of child abuse are reported to a child protection agency as defined in Section 11164, et. Seq. of the Penal Code. This responsibility shall include:
  - 8.2.1 A requirement that all employees, consultants, or agents performing services under this Contract who are required by Penal Code, Section 11166(a), to report child abuse, sign a statement that he or she knows of the reporting requirements and will comply with them.
  - 8.2.2 The establishment of procedures to ensure reporting even when employees, consultants or agents who are not required to report child abuse under California Penal Code Section 11166, gain knowledge of, or reasonably suspect that a child had been a victim of abuse or neglect.
  - 8.2.3 The assurance that all employees of CONTRACTOR and Subcontractors understand that the safety of the child is always the first priority.

## **9.0 CHILD SUPPORT COMPLIANCE PROGRAM**

- 9.1 Contractor's Warranty of Adherence to County's Child Support Compliance Program
  - 9.1.1 The CONTRACTOR acknowledges that the COUNTY has established a goal of ensuring that all individuals who benefit financially from the COUNTY through Purchase Order or Contract are in compliance with their court-ordered child, family and spousal support obligations in order to mitigate the economic burden otherwise imposed upon the COUNTY and its taxpayers.
  - 9.1.2 As required by the COUNTY'S Child Support Compliance Program (County Code Chapter 2.200) and without limiting the CONTRACTOR'S duty under this Contract to comply with all applicable provisions of law, the CONTRACTOR warrants that it is

now in compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child, Family or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

## 9.2 Termination for Breach of Warranty to Maintain Child Support Compliance

Failure of the CONTRACTOR to maintain compliance with the requirements set forth in Sub-Section 9.1, "Contractor's Warranty of Adherence to County's Child Support Compliance Program," shall constitute a default under this Contract. Without limiting the rights and remedies available to the COUNTY under any other provision of this Contract, failure of the CONTRACTOR to cure such default within ninety (90) calendar Days of written notice shall be grounds upon which the COUNTY may terminate this Contract pursuant to Part II, Section 50.0, TERMINATION FOR CONTRACTOR'S DEFAULT, and pursue debarment of the CONTRACTOR, pursuant to County Code Chapter 2.202.

## 10.0 COMMUNITY BUSINESS ENTERPRISES PROGRAM

In accordance with COUNTY policy, CONTRACTOR has submitted a true and correct copy of the Certification Application, which is attached as Exhibit D, Attachment B.

## 11.0 COMPLAINTS

11.1 CONTRACTOR shall develop, maintain, and operate procedures for receiving, investigating and responding to complaints.

11.2 Within five (5) business days after Contract effective date, CONTRACTOR shall provide the COUNTY with the CONTRACTOR'S policy for receiving, investigating and responding to user complaints.

11.2.1 The COUNTY will review the CONTRACTOR'S policy and provide the CONTRACTOR with approval of said plan or with requested changes.

11.2.2 If the COUNTY request changes in the CONTRACTOR'S policy, the CONTRACTOR shall make such changes and resubmit the plan with five (5) business days for COUNTY approval.

11.2.3 If, at any time, the CONTRACTOR wishes to change the CONTRACTOR'S policy, the CONTRACTOR shall submit proposed changes to the COUNTY for approval before implementation.

11.3 CONTRACTOR shall preliminarily investigate all complaints and notify the COUNTY'S Program Manager of the status of the investigation within five (5) business Days of receiving the complaint.

11.4 When complaints cannot be resolved informally, a system of follow-through shall be instituted which adheres to formal plans for specific actions and strict time deadlines.

11.5 Copies of all written responses shall be sent to the COUNTY'S Program Manager within three (3) business Days of mailing to the complainant.

## **12.0 COMPLIANCE WITH APPLICABLE LAWS**

12.1 CONTRACTOR shall comply with all applicable Federal, State, and local laws, rules, regulations, ordinances, and directives, and all provisions required thereby to be included in this Contract are hereby incorporated herein by reference. This includes compliance with mandatory standards and policies relating to energy efficiency in the State Energy Conservation Plan (Title 24, California Administrative Code) and compliance with Section 306 of the Clean Air Act (42 USC 1857(h)), Section 508 of the Clean Water Act (33 USC 1368), Executive Order 11738 and Environmental Protection Agency regulations (40 CFR Part 15). Insofar as permits and/or licenses are required for the prescribed services and/or any construction authorized herein, the same must be obtained from the regulatory agency having jurisdiction thereover.

12.1.1 CONTRACTOR acknowledges that this Contract will be funded, in part, with federal funds; therefore, CONTRACTOR agrees that it shall comply with all applicable federal laws and regulations pertaining to such federal funding. Said federal laws and regulations include, but are not limited to, 45 CFR Section 92.36, et seq.

12.1.2 CONTRACTOR shall comply with all applicable laws pertaining to confidentiality. This shall include but is not limited to the confidentiality provisions of Section 827 and Section 10850 of the California Welfare and Institutions Code and MPP Division 19.

12.1.3 (For Contracts over Ten Thousand Dollars (\$10,000) – CONTRACTOR agrees to comply fully with the terms of Executive Order 11246, entitled Equal Employment Opportunity as amended

by Executive Order 11375, and as supplemented by Department of Labor Regulations (41 CFR Part 60).

- 12.2 Failure by CONTRACTOR to comply with such laws and regulations shall be a material breach of this Contract and may result in termination of this Contract.
- 12.3 CONTRACTOR shall indemnify and hold harmless the COUNTY from and against any and all liability, damages, costs, and expenses, including, but not limited to, defense costs and attorneys' fees, arising from or related to any violation on the part of the CONTRACTOR or its employees, agents, or Subcontractors of any such laws, rules, regulations, ordinances, or directives.

### **13.0 COMPLIANCE WITH CIVIL RIGHTS LAWS**

CONTRACTOR hereby assures that it will comply with Subchapter VI of the Civil Rights Act of 1964, 42 USC Sections 2000 (e) (1) through 2000 (e) (17), to the end that no person shall, on the grounds of race, creed, color, sex, religion, ancestry, age, condition of physical handicap, marital status, political affiliation, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract. CONTRACTOR shall comply with Exhibit D, Attachment A, Contractor's Equal Employment Opportunity (EEO) Certification.

### **14.0 COMPLIANCE WITH JURY SERVICE PROGRAM**

This Contract is subject to the provisions of the COUNTY'S ordinance entitled Contractor Employee Jury Service ("Jury Service Program") as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code, a copy of which is attached hereto as Exhibit D, Attachment G, and incorporated by reference into and made a part of this Contract.

#### **14.1 Written Employee Jury Service Policy**

- 14.1.1 Unless CONTRACTOR has demonstrated to the COUNTY'S satisfaction either that CONTRACTOR is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that CONTRACTOR qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), CONTRACTOR shall have and adhere to a written policy that provides that its Employees shall receive from the CONTRACTOR, on an annual basis, no less than five (5) Days of regular pay for actual jury service. The policy may provide that Employees deposit

any fees received for such jury service with the CONTRACTOR or that the CONTRACTOR deduct from the Employee's regular pay the fees received for jury service.

14.1.2 For purposes of this Section, "Contractor" means a person, partnership, corporation or other entity which has a contract with the COUNTY or a subcontract with a COUNTY contractor and has received or will receive an aggregate sum of Fifty Thousand Dollars (\$50,000) or more in any 12-month period under one or more COUNTY contracts or subcontracts. "Employee" means any California resident who is a full time employee of CONTRACTOR. "Full time" means forty (40) hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the COUNTY, or 2) CONTRACTOR has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of ninety (90) Days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If CONTRACTOR uses any Subcontractor to perform services for the COUNTY under this Contract, the Subcontractor shall also be subject to the provisions of this Section. The provisions of this Sub-section shall be inserted into any such subcontract contract and a copy of the Jury Service Program shall be attached to the agreement.

14.1.3 If CONTRACTOR is not required to comply with the Jury Service Program when the Contract commences, CONTRACTOR shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and CONTRACTOR shall immediately notify COUNTY if CONTRACTOR at any time either comes within the Jury Service Program's definition of "Contractor" or if CONTRACTOR no longer qualifies for an exception to the Jury Service Program. In either event, CONTRACTOR shall immediately implement a written policy consistent with the Jury Service Program. The COUNTY may also require, at any time during the term of this Contract and at its sole discretion, that CONTRACTOR demonstrate to the COUNTY'S satisfaction that CONTRACTOR either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that CONTRACTOR continues to qualify for an exception to the Program.

14.1.4 CONTRACTOR'S violation of this Section of this Contract may constitute a material breach of this Contract. In the event of such material breach, COUNTY may, in its sole discretion, terminate the Contract and/or bar CONTRACTOR from the award of future

COUNTY contracts for a period of time consistent with the seriousness of the breach.

## **15.0 CONDUCT OF PROGRAM**

CONTRACTOR shall abide by all terms and conditions imposed and required by this Contract and shall comply with all subsequent revisions, modifications, and administrative and statutory changes made by the State, and all applicable provisions of State and Federal regulations. Failure by CONTRACTOR to comply with provisions, requirements or conditions of this Contract, including but not limited to performance documentation, reporting and evaluation requirements, shall be a material breach of this Contract and may result in the withholding of payments, financial penalties, and/or termination as stated herein.

## **16.0 CONFLICT OF INTEREST**

16.1 No COUNTY employee whose position in COUNTY enables such employee to influence the award of this Contract or any competing Contract, and no spouse or economic dependent of such employee, shall be employed in any capacity by CONTRACTOR or have any other direct or indirect financial interest in this Contract. No officer or employee of CONTRACTOR who may financially benefit from the performance of work hereunder shall in any way participate in COUNTY'S approval, or ongoing evaluation of such work, or in any way attempt to unlawfully influence COUNTY'S approval or ongoing evaluation of such work.

16.2 CONTRACTOR shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Contract. CONTRACTOR warrants that it is not now aware of any facts that create a conflict of interest. If CONTRACTOR hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to COUNTY. Full written disclosure shall include, but is not limited to, identification of all persons implicated and complete description of all relevant circumstances. Failure to comply with the provisions of this Section shall be a material breach of this Contract.

## **17.0 CONSIDERATION OF GREATER AVENUES FOR INDEPENDENCE (GAIN) OR GENERAL RELIEF OPPORTUNITIES FOR WORK (GROW) PARTICIPANTS FOR EMPLOYMENT**

17.1 Should CONTRACTOR require additional or replacement personnel after the effective date of this Contract, CONTRACTOR shall give consideration for any such employment openings to participants in the COUNTY'S Department of Public Social Services' Greater Avenues for Independence

(GAIN) Program or General Relief Opportunities for Work (GROW) Program who meet CONTRACTOR'S minimum qualifications for the open position. For this purpose, consideration shall mean that the CONTRACTOR will interview qualified candidates. The COUNTY will refer GAIN/GROW participants, by job category, to CONTRACTOR.

17.2 In the event that both laid-off COUNTY employees and GAIN/GROW participants are available for hiring, COUNTY employees shall be given first priority.

## **18.0 CONSIDERATION OF HIRING COUNTY EMPLOYEES TARGETED FOR LAYOFFS OR ON REEMPLOYMENT LIST**

Should CONTRACTOR require additional or replacement personnel after the effective date of this Contract to perform the services set forth herein, CONTRACTOR shall give **first consideration** for such employment openings to qualified permanent COUNTY employees who are targeted for layoff or qualified former COUNTY employees who are on a reemployment list during the life of this Contract.

## **19.0 CONTRACT ACCOUNTING AND FINANCIAL REPORTING**

19.1 CONTRACTOR shall establish and maintain an accounting system including internal controls and financial reporting, which shall meet the minimum requirements for Contract Accounting as described in Exhibit D, Attachment E, Auditor-Controller Contract Accounting and Administration Handbook.

19.2 CONTRACTOR shall maintain supporting documentation for all accruals reported. Accruals which are not properly supported may be disallowed upon audit.

## **20.0 CONTRACTOR RESPONSIBILITY AND DEBARMENT**

20.1 A responsible contractor is a contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the contract. It is the COUNTY'S policy to conduct business only with responsible contractors.

20.2 The CONTRACTOR is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the COUNTY acquires information concerning the performance of the CONTRACTOR on this or other contracts which indicates that the CONTRACTOR is not responsible, the COUNTY may, in addition to other remedies provided in the Contract, debar the CONTRACTOR from bidding or proposing on, or being awarded, and/or

performing work on COUNTY contracts for a specified period of time, which generally will not exceed five years but may exceed five years or be permanent if warranted by the circumstances, and terminate any or all existing contracts the CONTRACTOR may have with the COUNTY.

- 20.3 The COUNTY may debar a Contractor if the Board of Supervisors, finds in its discretion, that the Contractor has done any of the following: (1) violated a term of a contract with the COUNTY or a nonprofit corporation created by the COUNTY; (2) committed an act or omission which negatively reflects on the CONTRACTOR'S quality, fitness or capacity to perform a contract with the COUNTY, any other public entity, or a nonprofit corporation created by the COUNTY, or engaged in a pattern or practice which negatively reflects on same; (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against the COUNTY or any other public entity.
- 20.4 If there is evidence that the CONTRACTOR may be subject to debarment, the Department will notify the CONTRACTOR in writing of the evidence, which is the basis for the proposed debarment and will advise the CONTRACTOR of the scheduled date for a debarment hearing before the Contractor Hearing Board.
- 20.5 The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The CONTRACTOR and/or the CONTRACTOR'S representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether the CONTRACTOR should be debarred, and if so, the appropriate length of time of the debarment. The CONTRACTOR and the Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.
- 20.6 After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.
- 20.7 If a CONTRACTOR has been debarred for a period longer than five years, that CONTRACTOR may, after the debarment has been in effect for at least five years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The COUNTY may, in its discretion, reduce the period of

debarment or terminate the debarment if it finds that the CONTRACTOR has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of the COUNTY.

20.8 The Contractor Hearing Board will consider a request for review of a debarment determination only where: (1) the CONTRACTOR has been debarred for a period longer than five years; (2) the debarment has been in effect for at least five years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.

20.8.1 The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

20.9 These terms shall also apply to Subcontractors of COUNTY Contractors.

## **21.0 CONTRACTOR'S CHARITABLE ACTIVITIES COMPLIANCE**

The Supervision of Trustees and Fundraisers for Charitable Purposes Act regulates entities receiving or raising charitable contributions. The "Nonprofit Integrity Act of 2004" (SB 1262, Chapter 919) increased Charitable Purposes Act requirements. By requiring CONTRACTORS to complete the certification in Exhibit D, Attachment K the County seeks to ensure that all COUNTY CONTRACTORS which receive or raise charitable contributions comply with California law in order to protect the COUNTY and its taxpayers. A CONTRACTOR which receives or raises charitable contributions without complying with its obligations under California law commits a material breach subjecting it to either contract termination or debarment proceedings or both. (County Code, Chapter 2.202).

## **22.0 CONTRACTOR'S OBLIGATIONS UNDER HEALTH INSURANCE PORTABILITY & ACCOUNTABILITY ACT (HIPAA)**

The COUNTY is subject to the Administrative Simplification requirements of the federal Health Insurance Portability and Accountability Act of 1996 (HIPAA). Under this Contract, CONTRACTOR provides services to the COUNTY and the CONTRACTOR receives, has access to, and/or creates Protected Health Information as defined in Exhibit D, Attachment L in order to provide those services. The COUNTY and the CONTRACTOR therefore agree to the terms of Exhibit D, Attachment L, CONTRACTOR'S Obligations Under HIPAA.

## **23.0 COUNTY'S QUALITY ASSURANCE PLAN**

The COUNTY or its agent will evaluate CONTRACTOR'S performance under this Contract on not less than an annual basis. Such evaluation will include assessing the CONTRACTOR'S compliance with all contract terms and conditions and performance standards. CONTRACTOR deficiencies which COUNTY determines are severe or continuing and that may place performance of the Contract in jeopardy if not corrected will be reported to the Board of Supervisors. The report will include improvement/corrective action measures taken by the COUNTY and CONTRACTOR. If improvement does not occur consistent with the corrective action measures, the COUNTY may terminate this Contract or impose other penalties as specified in this Contract.

## **24.0 CRIMINAL CLEARANCES**

- 24.1 For the safety and welfare of the children to be served under this Contract, CONTRACTOR agrees, as permitted by law, to ascertain arrest and conviction records for all current and prospective employees, independent contractors, volunteers or Subcontractors who may come in contact with children in the course of their work, volunteer activity or performance of the subcontract and shall maintain such records in the file of each such person.
- 24.2 CONTRACTOR shall immediately notify COUNTY of any arrest and/or subsequent conviction, other than for minor traffic offenses, of any employee, independent contractor, volunteer staff or Subcontractor who may come in contact with children while providing services under this Contract when such information becomes known to CONTRACTOR.
- 24.3 CONTRACTOR agrees not to engage or continue to engage the services of any person convicted of any crime involving harm to children, or any crime involving conduct inimical to the health, morals, welfare or safety of others, including but not limited to the offenses specified in Health and Safety Code, Section 11590 (offenses requiring registration as a controlled

substance offender) and those crimes listed in the Penal Code which involve murder, rape, kidnap, abduction, assault and lewd and lascivious acts.

## **25.0 EMPLOYEE BENEFITS AND TAXES**

- 25.1 CONTRACTOR shall be solely responsible for providing to, or on behalf of its employees, all legally required salaries, wages, benefits, or other compensation.
- 25.2 COUNTY shall have no liability or responsibility for any taxes, including, without limitation, sales, income, employee withholding and/or property taxes which may be imposed in connection with or resulting from this Contract or CONTRACTOR'S performance hereunder.

## **26.0 EMPLOYMENT ELIGIBILITY VERIFICATION**

- 26.1 CONTRACTOR warrants that it fully complies with all Federal and State statutes and regulations regarding employment of aliens and others, and that all its employees performing work under this Contract meet the citizenship or alien status requirements set forth in Federal and State statutes and regulations. CONTRACTOR shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by Federal and State statutes and regulations including but not limited to, the Immigration Reform and Control Act of 1986, (P.L. 99-603), or as they currently exist and as they may be hereafter amended. CONTRACTOR shall retain such documentation of all covered employees for the period prescribed by law.
- 26.2 CONTRACTOR shall indemnify, defend, and hold harmless, the COUNTY, its agents, officers and employees from employer sanctions and any other liability which may be assessed against the CONTRACTOR or the COUNTY or both in connection with any alleged violation of Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Contract.

## **27.0 EVENTS OF DEFAULT**

### **27.1 Default for Non-Performance**

COUNTY may terminate the whole or any part of this Contract if either of the following circumstances exists:

27.1.1 CONTRACTOR has made a misrepresentation of any required element in the bid/proposal submitted in response to the Invitation for Bids/Request for Proposals, if any; or

27.1.2 CONTRACTOR fails to comply with or perform any provision of this Contract or fails to make progress so as to endanger performance of any term of this Contract.

## 27.2 Default for Insolvency

COUNTY may terminate this Contract for default for insolvency in the event of the occurrence of any of the following:

27.2.1 Insolvency of CONTRACTOR. CONTRACTOR shall be deemed insolvent if it has ceased to pay its debts in the ordinary course of business or cannot pay its debts as they become due, whether it has filed for bankruptcy or not, and whether insolvent within the meaning of the Federal Bankruptcy Law or not;

27.2.2 The filing of a voluntary petition in bankruptcy;

27.2.3 The appointment of a Receiver or Trustee for CONTRACTOR;

27.2.4 The execution by CONTRACTOR of an assignment for the benefit of creditors.

## 27.3 Other Events of Default

Determination by the COUNTY, the State Fair Employment Commission, or the Federal Equal Employment Opportunity Commission of discrimination having been practiced by CONTRACTOR in violation of State and/or Federal laws thereon.

## **28.0 FAIR LABOR STANDARDS**

The CONTRACTOR shall comply with all applicable provisions of the Federal Fair Labor Standards Act and shall indemnify, defend, and hold harmless the COUNTY and its agents, officers, and employees from any and all liability, including, but not limited to, wages, overtime pay, liquidated damages, penalties, court costs, and attorneys' fees arising under any wage and hour law, including, but not limited to, the Federal Fair Labor Standards Act, for work performed by the CONTRACTOR'S employees for which the COUNTY may be found jointly or solely liable.

## **29.0 FIXED ASSETS**

Title to all fixed assets purchased with COUNTY funds designated by the COUNTY for that purpose under this Contract shall remain with COUNTY. A "Fixed Asset" is defined hereunder as any equipment costing Five Thousand Dollars (\$5,000) or more, with a useful life of more than one year. Such assets shall be maintained and repaired by CONTRACTOR during the term of this Contract. CONTRACTOR shall provide an accounting of such assets at the termination or expiration of this Contract and shall deliver same to COUNTY upon COUNTY'S written request. CONTRACTOR shall have the option upon the expiration or termination of the Contract to acquire such assets at a price to be mutually agreed upon by COUNTY and CONTRACTOR.

## **30.0 FORMER FOSTER YOUTH CONSIDERATION**

30.1 Should CONTRACTOR require additional or replacement personnel after the effective date of this Contract to perform services set forth herein, CONTRACTOR shall give consideration (after COUNTY employees, and GAIN/GROW participants as described in Part II, Sections 18.0, CONSIDERATION OF HIRING COUNTY EMPLOYEES TARGETED FOR LAYOFFS OR ON REEMPLOYMENT LIST and 17.0, CONSIDERATION OF GREATER AVENUES FOR INDEPENDENCE (GAIN) OR GENERAL RELIEF OPPORTUNITIES FOR WORK (GROW) PARTICIPANTS FOR EMPLOYMENT respectively) for any such position(s) to qualified former foster youth. CONTRACTOR shall notify COUNTY of any new or vacant positions(s) within CONTRACTOR'S firm by sending via U.S. mail or facsimile, a list denoting any position(s) for which hiring is anticipated to:

County of Los Angeles  
Department of Children and Family Services  
Attention: Division Chief, Youth Development Services  
Division  
3530 Wilshire Blvd., Suite 400  
Los Angeles, CA 90010  
FAX: (213) 637-0036

- 30.2 The notice sent by CONTRACTOR must indicate the position(s)/title(s) for vacant or new employment opportunity, description of same, requirements/qualifications for position(s), anticipated pay rate or salary schedule, the location where application(s)/requests for application(s) may be sent, final date of acceptance for applications, and any special circumstances relevant to the hiring procedure for said position(s).
- 30.3 CONTRACTOR is exempt from the provisions of this Section if it is a governmental entity.

### **31.0 GOVERNING LAW, JURISDICTION, AND VENUE**

This Contract shall be governed by, and construed in accordance with, the laws of the State of California. The CONTRACTOR agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Contract and further agrees and consents that venue of any action brought hereunder shall be exclusively in the County of Los Angeles.

### **32.0 INDEPENDENT CONTRACTOR STATUS**

- 32.1 This Contract is by and between the COUNTY and the CONTRACTOR and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between COUNTY and the CONTRACTOR. The employees and agents of one party shall not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.
- 32.2 CONTRACTOR shall be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Contract all compensation and benefits. The COUNTY shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, Federal, State, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of the CONTRACTOR.
- 32.3 CONTRACTOR understands and agrees that all persons performing work pursuant to this Contract are, for purposes of Workers' Compensation liability, solely employees of the CONTRACTOR and not employees of the COUNTY. The CONTRACTOR shall be solely liable and responsible for furnishing any and all Workers' Compensation benefits to any person as a result of any injuries arising from or connected with any work performed by or on behalf of the CONTRACTOR pursuant to this Contract.
- 32.4 CONTRACTOR shall cause each employee performing services covered by this Contract to sign and adhere to Attachment C-2, "CONTRACTOR'S Employee Acknowledgement and Confidentiality Agreement". The CONTRACTOR shall cause each non-employee performing services covered by this Contract to sign and adhere to Attachment D, CONTRACTOR'S Non-Employment Acknowledgement, Confidentiality, and Copyright Assignment Agreement."

### **33.0 LIQUIDATED DAMAGES**

- 33.1 If, in the judgment of the Director, the CONTRACTOR is deemed to be non-compliant with the terms and obligations assumed hereby, the Director, or his/her designee, at his/her option, in addition to, or in lieu of, other remedies provided herein, may withhold the entire monthly payment or deduct pro rata from the CONTRACTOR'S invoice for work not performed. The work not performed and the amount to be withheld or deducted from payments to the CONTRACTOR from the COUNTY will be forwarded to the CONTRACTOR by the Director, or his/her designee, in a written notice describing the reasons for said action.
- 33.2 If the Director determines that there are deficiencies in the performance of this Contract that the Director deems are correctable by the CONTRACTOR over a certain time span, the Director will provide a written notice to the CONTRACTOR to correct the deficiency within specified time frames. Should the CONTRACTOR fail to correct deficiencies within said time frame, the Director may:
- (a) Deduct from the CONTRACTOR'S payment, pro rata, those applicable portions of the Monthly Contract Sum; and/or
  - (b) Deduct liquidated damages. The parties agree that it will be impracticable or extremely difficult to fix the extent of actual damages resulting from the failure of the CONTRACTOR to correct a deficiency within the specified time frame. The parties hereby agree that under the current circumstances a reasonable estimate of such damages is Two Hundred Twenty Dollars (\$220.00) (10% of the rate per participant per month), and that the CONTRACTOR shall be liable to the COUNTY for liquidated damages in said amount. Said amount shall be deducted from the COUNTY'S payment to the CONTRACTOR; and/or
  - (c) Upon giving five (5) Days notice to the CONTRACTOR for failure to correct the deficiencies, the COUNTY may correct any and all deficiencies and the total costs incurred by the COUNTY for completion of the work by an alternate source, whether it be COUNTY forces or separate private contractor, will be deducted and forfeited from the payment to the CONTRACTOR from the COUNTY, as determined by the COUNTY.
- 33.3 The action noted in Sub-section 33.2 shall not be construed as a penalty, but as adjustment of payment to the CONTRACTOR to recover the COUNTY cost due to the failure of the CONTRACTOR to complete or comply with the provisions of this Contract.

33.4 This Sub-section shall not, in any manner, restrict or limit the COUNTY'S right to damages for any breach of this Contract provided by law or as specified in the PRS or Sub-section 33.2, and shall not, in any manner, restrict or limit the COUNTY'S right to terminate this Contract as agreed to herein.

#### **34.0 MANDATORY REQUIREMENT TO REGISTER ON COUNTY'S WEBVEN**

CONTRACTOR represents and warrants that it has registered in the COUNTY'S WEBVEN. Prior to a contract award, all potential contractors must register in the COUNTY'S WEBVEN. The WEBVEN contains the vendor's business profile and identifies the goods/services the business provides. Registration can be accomplished online via the Internet by accessing the COUNTY'S home page at [http://lacounty.info/doing\\_business/main\\_db.htm](http://lacounty.info/doing_business/main_db.htm). (There are underscores in the address between the words 'doing business' and 'main db'.)

#### **35.0 MOST FAVORED PUBLIC ENTITY**

If the CONTRACTOR'S prices decline, or should the CONTRACTOR at any time during the term of this Contract provide the same goods or services under similar quantity and delivery conditions to the State of California or any county, municipality, or district of the State at prices below those set forth in this Contract, then such lower prices shall be immediately extended to the COUNTY.

#### **36.0 NON-DISCRIMINATION AND AFFIRMATIVE ACTION**

36.1 CONTRACTOR certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies, are and shall be treated equally without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations.

36.2 CONTRACTOR shall certify to, and comply with, the provisions of Exhibit D, Attachment A, Contractor's Equal Employment Opportunity (EEO) Certification.

36.3 CONTRACTOR shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations. Such action shall include but is not limited to: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or

termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

- 36.4 CONTRACTOR certifies and agrees that it will deal with its Subcontractors, bidders, or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation.
- 36.5 CONTRACTOR certifies and agrees that it, its affiliates, subsidiaries, or holding companies shall comply with all applicable Federal and State laws and regulations to the end that no person shall, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract.
- 36.6 CONTRACTOR shall allow COUNTY representatives access to CONTRACTOR'S employment records during regular business hours to verify compliance with the provisions of this section when so requested by COUNTY.
- 36.7 If the COUNTY finds that any of the above provisions have been violated, such violation shall constitute a material breach of contract upon which COUNTY may determine to terminate this Contract. While the COUNTY reserves the right to determine independently that the anti-discrimination provisions of this Contract have been violated, in addition, a determination by the California Fair Employment Opportunity Commission or the Federal Equal Employment Opportunity Commission that the CONTRACTOR has violated Federal or State anti-discrimination laws or regulations shall constitute a finding by COUNTY that the CONTRACTOR has violated the anti-discrimination provisions of this Contract.
- 36.8 The parties agree that in the event the CONTRACTOR violates any of the anti-discrimination provisions of this Contract, the COUNTY shall, at its sole option, be entitled to the sum of Five Hundred Dollars (\$500) for each such violation pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating or suspending this Contract.

### **37.0 NON EXCLUSIVITY**

Nothing herein is intended nor shall be construed as creating any exclusive arrangement with CONTRACTOR. This Contract shall not restrict DCFS from acquiring similar, equal, or like goods and/or services from other entities or sources.

### **38.0 NOTICE OF DELAYS**

Except as otherwise provided under this Contract, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Contract, that party shall, within one (1) Day, give written notice thereof, including all relevant information with respect thereto, to the other party.

### **39.0 NOTICE OF DISPUTE**

The CONTRACTOR shall bring to the attention of the COUNTY Program Manager and/or COUNTY Program Director any dispute between the COUNTY and the CONTRACTOR regarding the performance of services as stated in this Contract. If the COUNTY Program Manager or COUNTY Program Director is not able to resolve the dispute, the Director, or designee shall resolve it.

### **40.0 NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT**

CONTRACTOR shall notify its employees, and shall require each Subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Services Notice 1015, attached hereto as Exhibit D, Attachment F.

### **41.0 NOTICES**

All notices or demands required or permitted to be given or made under this Contract shall be given in writing and shall be hand delivered with signed receipt or mailed by first-class registered or certified mail, postage prepaid, addressed to the parties as identified in Exhibit D, Attachment I, CONTRACTOR'S Administration and Exhibit D, Attachment J, COUNTY'S Administration. Addresses may be change by either party giving ten (10) days prior written notice thereof to the other party. The Director shall have the authority to issue all notices or demands required or permitted by the COUNTY under this Contract.

### **42.0 PROHIBITION AGAINST INDUCEMENT OR PERSUASION**

Notwithstanding the above, CONTRACTOR and COUNTY agree that, during the term of this Contract and for a period of one year thereafter, neither party shall in any way intentionally induce or persuade any employee of one party to become an employee or agent of the other party. No bar exists against any hiring action initiated through a public announcement.

## **43.0 PROPRIETARY RIGHTS**

- 43.1 COUNTY and CONTRACTOR agree that all materials, data and information developed under and/or used in connection with this Contract shall become the sole property of COUNTY, provided that CONTRACTOR may retain possession of all working papers prepared by CONTRACTOR. During and subsequent to the term of this Contract, COUNTY shall have the right to inspect any and all such working papers, make copies thereof, and use the working papers and the information contained therein.
- 43.2 Notwithstanding any other provision of this Contract, COUNTY and CONTRACTOR agree that COUNTY shall have all ownership rights in software or modification thereof and associated documentation designed, developed or installed with Federal financial participation; additionally, the Federal Government shall have a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, or otherwise use and to authorize others to use for Federal Government purposes, such software, modifications and documentation. Notwithstanding any other provision of this Contract, proprietary operating/vendor software packages (e.g., ADABAS or TOTAL) which are provided at established catalog or market prices and sold or leased to the general public shall not be subject to the ownership provisions of this Section. CONTRACTOR may retain possession of all working papers prepared by CONTRACTOR. During and subsequent to the term of this Contract, COUNTY shall have the right to inspect any and all such working papers, make copies thereof, and use the working papers and the information contained therein.
- 43.3 Any materials, data, and information not developed under this Contract, which CONTRACTOR consider to be proprietary and confidential, shall be plainly and prominently marked by CONTRACTOR as "TRADE SECRET", "PROPRIETARY", or "CONFIDENTIAL".
- 43.4 COUNTY will use reasonable means to ensure that CONTRACTOR'S proprietary and confidential materials, data and information are safeguarded and held in confidence. However, COUNTY will notify CONTRACTOR of any Public Records request for items described in Sub-Section 43.3. COUNTY agrees not to reproduce or distribute such materials, data and information to non-COUNTY entities without the prior written permission of CONTRACTOR.
- 43.5 Notwithstanding any other provision of this Contract, COUNTY shall not be obligated in any way under Sub-section 43.4 for:
- 43.5.1 Any material, data and information not plainly and prominently marked with restrictive legends as set forth in Sub-section 43.3;

- 43.5.2 Any materials, data and information covered under Sub-section 43.2; and
- 43.5.3 Any disclosure of any materials, data and information which COUNTY is required to make under the California Public Records Act or otherwise by law.
- 43.6 CONTRACTOR shall protect the security of and keep confidential all materials, data and information received or produced under this Contract. Further, CONTRACTOR shall use whatever security measures are necessary to protect all such materials, data and information from loss or damage by any cause, including, but not limited to, fire and theft.
- 43.7 CONTRACTOR shall not disclose to any party any information identifying, characterizing or relating to any risk, threat, vulnerability, weakness or problem regarding data security in COUNTY'S computer systems or to any safeguard, countermeasure, contingency plan, policy or procedure for data security contemplated or implemented by COUNTY, without COUNTY'S prior written consent.
- 43.8 The provisions of Sub-sections 43.5, 43.6, and 43.7 shall survive the expiration or termination of this Contract.

#### **44.0 PUBLIC RECORDS ACT**

- 44.1 Any documents submitted by CONTRACTOR, all information obtained in connection with the COUNTY'S right to audit and inspect CONTRACTOR'S documents, books, and accounting records pursuant to Part II: Standard Terms and Conditions, Section 46.0, Record Retention and Inspection/Audit Settlement, of this Contract, as well as those documents which were required to be submitted in response to the solicitation process for this Contract, become the exclusive property of the COUNTY. All such documents become a matter of public record and shall be regarded as public records. Exceptions will be those elements in the California Government Code Section 6250 et seq. (Public Records Act) and which are marked "trade secret", "confidential", or "proprietary". The COUNTY shall not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order of court of competent jurisdiction.
- 44.2 In the event the COUNTY is required to defend an action on a Public Records Act request for any of the aforementioned documents, information, books, records, and/or contents of a bid or proposal marked

“trade secret”, “confidential”, or “proprietary”, the CONTRACTOR agrees to defend and indemnify the COUNTY from all costs and expenses, including reasonable attorney’s fees, in action or liability arising under the Public Records Act.

## **45.0 PUBLICITY**

45.1 The CONTRACTOR shall not disclose any details in connection with this Contract to any person or entity except as may be otherwise provided hereunder or required by law. However, in recognizing the CONTRACTOR’S need to identify its’ services and related clients to sustain itself, the COUNTY shall not inhibit the CONTRACTOR from publishing its role under this Contract within the following conditions:

45.1.1 The CONTRACTOR shall develop all publicity material in a professional manner; and

45.1.2 During the term of this Contract, the CONTRACTOR shall not, and shall not authorize another to, publish or disseminate any commercial advertisements, press releases, feature articles, or other materials using the name of the COUNTY without the prior written consent of the County’s Project Director. The COUNTY shall not unreasonably withhold written consent.

45.2 The CONTRACTOR may, without the prior written consent of COUNTY, indicate in its proposals and sales materials that it has been awarded this Contract with the County of Los Angeles, provided that the requirements of this Sub-section shall apply.

## **46.0 RECORD RETENTION AND INSPECTION/AUDIT SETTLEMENT**

46.1 CONTRACTOR shall maintain accurate and complete financial records of its activities and operations relating to this Contract in accordance with generally accepted accounting principles. CONTRACTOR shall also maintain accurate and complete employment and other records relating to its performance of this Contract.

46.2 CONTRACTOR agrees that the COUNTY, or its authorized representatives, the State of California, or its authorized representatives, or the Federal Government, or its authorized representatives, including, but not limited to, the U. S. Comptroller General, shall have access to and the right to examine, audit, excerpt, copy or transcribe any pertinent transaction, activity, or records relating to this Contract. All financial records, supporting documents, statistical records, and all other records pertinent to the award and performance of this Contract, including, but not

limited to, all timecards and other employment records and confidential information, shall be kept and maintained by CONTRACTOR at a location in Los Angeles County and shall be made available to COUNTY, State or Federal authorities, during the term of this Contract and either for a period of five (5) years after the expiration of the term of this Contract or for a period of three (3) years from the date of the submission of the final expenditure report, whichever date is later. If before the expiration of that time period, any litigation, claim, financial management review, or audit is started, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved and final action taken. If such material is located outside of Los Angeles County, then, at COUNTY'S sole option, CONTRACTOR shall pay COUNTY for travel per diem and other costs incurred by COUNTY in exercising its rights under this Section. CONTRACTOR shall maintain all records in accordance with California State records and retention regulations including the provisions of California Department of Social Services Manual, Section 23-353.

- 46.3 In the event that an audit of the CONTRACTOR is conducted specifically regarding this Contract by any Federal or State auditor, or by any auditor or accountant employed by the CONTRACTOR or otherwise, then the CONTRACTOR shall file a copy of such audit report with the COUNTY'S Auditor-Controller within thirty (30) days of the CONTRACTOR'S receipt thereof, unless otherwise provided by applicable Federal or State law or under this Contract. Subject to applicable law, the COUNTY shall make a reasonable effort to maintain the confidentiality of such audit report(s).
- 46.4 Failure on the part of the CONTRACTOR to comply with any of the provisions of this Section shall constitute a material breach of this Contract upon which the COUNTY may terminate or suspend this Contract.
- 46.5 If, at any time during the term of this Contract or within five (5) years after the expiration or termination of this Contract, representatives of the COUNTY conduct an audit of the CONTRACTOR regarding the work performed under this Contract, and if such audit finds that the COUNTY'S dollar liability for any such work is less than payments made by the COUNTY to the CONTRACTOR, then the difference shall be either: a) repaid by the CONTRACTOR to the COUNTY by cash payment upon demand or b) at the sole option of the COUNTY'S Auditor-Controller, deducted from any amounts due to the CONTRACTOR from the COUNTY, whether under this Contract or otherwise. If such audit finds that the COUNTY'S dollar liability for such work is more than the payments made by the COUNTY to the CONTRACTOR, then the difference shall be paid to the CONTRACTOR by the COUNTY by cash payment, provided that in no event shall the COUNTY'S maximum obligation for this Contract exceed the funds appropriated by the COUNTY for the purpose of this Contract.

## 47.0 RECYCLED-CONTENT PAPER

Consistent with the Board of Supervisors' policy to reduce the amount of solid waste deposited at the COUNTY landfills, the CONTRACTOR agrees to use recycled-content paper to the maximum extent possible on this Contract.

## 48.0 SAFELY SURRENDERED BABY LAW

### 48.1 Contractor's Acknowledgement of COUNTY'S Commitment to the Safely Surrendered Baby Law

The CONTRACTOR acknowledges that the COUNTY places a high priority on the implementation of the Safely Surrendered Baby Law. The CONTRACTOR understands that it is the COUNTY'S policy to encourage all COUNTY Contractors to voluntarily post the COUNTY'S "Safely Surrendered Baby Law" poster in a prominent position at the CONTRACTOR'S place of business. The CONTRACTOR will also encourage its Subcontractors, if any, to post this poster in a prominent position in the Subcontractor's place of business. The COUNTY'S Department of Children and Family Services will supply the CONTRACTOR with the poster to be used. Information on how to receive the poster can be found on the Internet at [www.babysafela.org](http://www.babysafela.org)

### 48.2 Notice to Employees Regarding the Safely Surrendered Baby Law

CONTRACTOR shall notify and provide to its employees, and shall require each Subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is set forth in Exhibit D, Attachment H of this Contract and is also available on the Internet at [www.babysafela.org](http://www.babysafela.org) for printing purposes.

## 49.0 SUBCONTRACTING

49.1 The requirements of this Contract may not be subcontracted by the CONTRACTOR **without the advance approval of the COUNTY**. Any attempt by the CONTRACTOR to subcontract without the prior consent of the COUNTY maybe deemed a material breach of this Contract.

49.2 If the CONTRACTOR desires to subcontract, the CONTRACTOR shall provide the following information promptly at the COUNTY'S request.

49.2.1 A description of the work to be performed by the Subcontractor;

- 49.2.2 A draft copy of the proposed subcontract; and
- 49.2.3 Other pertinent information and/or certifications requested by the COUNTY.
- 49.3 CONTRACTOR shall indemnify and hold the COUNTY harmless with respect to the activities of each and every Subcontractor in the same manner and to the same degree as if such Subcontractor(s) were CONTRACTOR employees.
- 49.4 CONTRACTOR shall remain fully responsible for all performances required of it under this Contract, including those that the CONTRACTOR has determined to subcontract, notwithstanding the COUNTY'S approval of the CONTRACTOR'S proposed subcontract.
- 49.5 COUNTY'S consent to subcontract shall not waive the COUNTY'S right to prior and continuing approval of any and all personnel, including Subcontractor employees, providing services under this Contract. The CONTRACTOR is responsible to notify its Subcontractors of this COUNTY right.
- 49.6 COUNTY'S Program Manager is authorized to act for and on behalf of the COUNTY with respect to approval of any subcontract and Subcontractor employees.
- 49.7 CONTRACTOR shall obtain the following from each Subcontractor before any Subcontractor employee may perform any work under any subcontract to this Contract. CONTRACTOR shall maintain and make available upon request of Program Manager all the following documents:
- 49.7.1 An executed Exhibit D, Attachment C-2, "CONTRACTOR'S Employee Acknowledgment and Confidentiality Agreement", executed by each Subcontractor and each of Subcontractor's employees approved to perform work hereunder.
- 49.7.2 Certificates of Insurance which establish that the Subcontractor maintains all the programs of insurance required by Part I, Section 6.0, Insurance Coverage Requirements, of this Contract, and
- 49.7.3 The Tax Identification Number of the subcontracting agency to be placed on the signature page of the subcontract. This Tax Identification Number shall not be identical to the CONTRACTOR'S Tax Identification Number.

- 49.8 CONTRACTOR shall provide Program Manager with copies of all executed subcontracts after Program Manager's approval.
- 49.9 No subcontract shall alter in any way any legal responsibility of CONTRACTOR to COUNTY. CONTRACTOR shall remain responsible for any and all performance required of it under this Contract, including, but not limited to, the obligation to properly supervise, coordinate, and perform all work required hereunder.
- 49.10 Notwithstanding any other provision of this Contract, the parties do not in any way intend that any person or entity shall acquire any rights as a third party beneficiary of this Contract.
- 49.11 CONTRACTOR shall be solely liable and accountable for any and all payments and other compensation to all Subcontractor's engaged hereunder and their officers, employees, and agents. COUNTY shall have no liability or responsibility whatsoever for any payment or other compensation for any Subcontractors or their officers, employees, and agents.

## **50.0 TERMINATION FOR CONTRACTOR'S DEFAULT**

- 50.1 COUNTY may, by written notice to the CONTRACTOR, terminate the whole or any part of this Contract, if, in the judgment of COUNTY'S Program Manager:
- 50.1.1 CONTRACTOR has materially breached this Contract;
- 50.1.2 CONTRACTOR fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required under this Contract; or
- 50.1.3 CONTRACTOR fails to demonstrate a high probability of timely fulfillment of performance requirements under this Contract, or of any obligations of this Contract and in either case, fails to demonstrate convincing progress toward a cure within five (5) working days (or such longer period as the COUNTY may authorize in writing) after receipt of written notice from the COUNTY specifying such failure.
- 50.2 In the event COUNTY terminates this Contract in whole or in part as provided in Sub-section 50.1, the COUNTY may procure, upon such terms and in such manner, as COUNTY may deem appropriate, services similar to those so terminated. CONTRACTOR shall be liable to the COUNTY for any and all excess cost incurred by the COUNTY, as determined by the

COUNTY, for such similar goods and services. The CONTRACTOR shall continue the performance of this Contract to the extent not terminated under the provisions of this Section.

- 50.3 Except with respect to defaults of any Subcontractor, the CONTRACTOR shall not be liable for any such excess costs of the type identified in Sub-section 50.2 if its failure to perform this Contract arises out of causes beyond the control and without the fault or negligence of the CONTRACTOR. Such causes may include, but are not limited to: acts of God or of the public enemy, acts of the COUNTY in either its sovereign or contractual capacity, acts of Federal or State governments in their sovereign capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of the CONTRACTOR. If the failure to perform is caused by the default of a Subcontractor, and if such default arises out of causes beyond the control of both the CONTRACTOR and Subcontractor, and without the fault or negligence of either of them, the CONTRACTOR shall not be liable for any such excess costs for failure to perform, unless the goods or services to be furnished by the Subcontractor were obtainable from other sources in sufficient time to permit the CONTRACTOR to meet the required performance schedule. As used in this Sub-section, the terms "Subcontractor" and "Subcontractors" mean Subcontractor(s) at any tier.
- 50.4 If, after the COUNTY has given notice of termination under the provisions of this Section, it is determined by the COUNTY that the CONTRACTOR was not in default under the provisions of this Section or that the default was excusable under the provisions of Sub-section 50.3, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Part II, Termination for Convenience.
- 50.5 In the event the COUNTY terminates this Contract in its entirety due to the CONTRACTOR'S default as provided in Sub-section 50.1, the CONTRACTOR and the COUNTY agree that the COUNTY will have actual damages, which are extremely difficult to calculate and impracticable to fix and which will include, but are not limited to, the COUNTY'S costs of procurement of replacement services and costs incurred due to delays in procuring such services. Therefore, the CONTRACTOR and the COUNTY agree that the COUNTY shall, at its sole option and in lieu of the provisions of Sub-section 50.2, be entitled to liquidated damages from the CONTRACTOR, pursuant to California Civil Code Section 1671, in the amount of Five Thousand Dollars (\$5,000) or five percent (5%) of the applicable year's Contract sum, whichever is less, as equitable compensation to the COUNTY for such actual damages. This amount of liquidated damages shall be either paid by the CONTRACTOR to the

COUNTY by cash payment upon demand or, at the sole discretion of COUNTY, or designee, deducted from any amounts due to the CONTRACTOR by the COUNTY, whether under this Contract or otherwise.

50.5.1 These liquidated damages shall be in addition to any credits, which the COUNTY is otherwise entitled to under this Contract, and the CONTRACTOR'S payment of these liquidated damages shall not in any way change, or affect the provisions of Part I: Unique Terms and Conditions, Section 14.0, Indemnification.

50.6 The rights and remedies of the COUNTY provided in this Section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

## **51.0 TERMINATION FOR CONVENIENCE**

51.1 This Contract may be terminated, in whole or in part, from time to time, when such action is deemed right by the COUNTY, in its sole discretion, to be in its best interest. Termination of work hereunder shall be effected by notice of termination to CONTRACTOR specifying the extent to which performance of work is terminated and the date upon which such termination becomes effective. The date upon which such termination becomes effective shall be no less than ten (10) Days after the notice is sent.

51.2 After receipt of a Notice of Termination and except as otherwise directed by COUNTY, the CONTRACTOR shall:

51.2.1 Stop work under this Contract on the date and to the extent specified in such notice, and

51.2.2 Complete performance of such part of the work as shall not have been terminated by such notice.

51.3 All material including books, records, documents, or other evidence bearing on the costs and expenses of the CONTRACTOR under this Contract shall be maintained by the CONTRACTOR in accordance with Part II: Standard Terms and Conditions, Section 46.0, Record Retention and Inspection/Audit Settlement.

## **52.0 TERMINATION FOR IMPROPER CONSIDERATION**

52.1 COUNTY may, by written notice to CONTRACTOR, immediately terminate the right of the CONTRACTOR to proceed under this Contract if it is found

that consideration, in any form, was offered or given by the CONTRACTOR, either directly or through an intermediary, to any COUNTY officer, employee or agent with the intent of securing this Contract or securing favorable treatment with respect to the award, amendment or extension of this Contract or the making of any determinations with respect to the CONTRACTOR'S performance pursuant to this Contract. In the event of such termination, the COUNTY shall be entitled to pursue the same remedies against CONTRACTOR as it could pursue in the event of default by the CONTRACTOR.

- 52.2 CONTRACTOR shall immediately report any attempt by a COUNTY officer or employee to solicit such improper consideration. The report shall be made either to the COUNTY manager charged with the supervision of the employee or to the COUNTY Auditor-Controller's Employee Fraud Hotline at (800) 544-6861.
- 52.3 Among other items, such improper consideration may take the form of cash, discounts, services, the provision of travel or entertainment, or tangible gifts.

### **53.0 TERMINATION FOR INSOLVENCY**

- 53.1 COUNTY may terminate this Contract forthwith in the event of the occurrence of any of the following:
  - 53.1.1 Insolvency of the CONTRACTOR. The CONTRACTOR shall be deemed to be insolvent if it has ceased to pay its debts for at least sixty (60) Days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the Federal Bankruptcy Code and whether or not the CONTRACTOR is insolvent within the meaning of the Federal Bankruptcy Code;
  - 53.1.2 The filing of a voluntary or involuntary petition regarding the CONTRACTOR under the Federal Bankruptcy Code;
  - 53.1.3 The appointment of a Receiver or Trustee for the CONTRACTOR;  
or
  - 53.1.4 The execution by the CONTRACTOR of a general assignment for the benefit of creditors.
- 53.2 The rights and remedies of the COUNTY provided in this Section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

**54.0 TERMINATION FOR NON-ADHERENCE OF COUNTY LOBBYIST ORDINANCE**

CONTRACTOR and each COUNTY lobbyist or COUNTY lobbying firm, as defined in County Code Section 2.160.010, retained by CONTRACTOR, shall fully comply with the COUNTY'S Lobbyist Ordinance, County Code Chapter 2.160. Failure on the part of CONTRACTOR or any COUNTY lobbyist or COUNTY lobbying firm retained by the CONTRACTOR to fully comply with the COUNTY'S Lobbyist Ordinance shall constitute a material breach of this Contract, upon which the COUNTY may, in its sole discretion, immediately terminate or suspend this Contract.

**55.0 TERMINATION FOR NON-APPROPRIATION OF FUNDS**

Notwithstanding any other provision of this Contract, the COUNTY shall not be obligated for the CONTRACTOR'S performance hereunder or by any provision of this Contract during any of the COUNTY'S future fiscal years unless and until the COUNTY'S Board of Supervisors appropriates funds for this Contract in the COUNTY'S Budget for each such future fiscal year. In the event that funds are not appropriated for this Contract, then this Contract shall terminate as of June 30 of the last fiscal year for which funds were appropriated. The COUNTY shall notify the CONTRACTOR in writing of any such non-allocation of funds at the earliest possible date.

**56.0 VALIDITY**

If any provision of this Contract or the application thereof to any person or circumstance is held invalid, the remainder of this Contract and the application of such provision to other persons or circumstances shall not be affected thereby.

**57.0 WAIVER**

No waiver by the COUNTY of any breach of any provision of this Contract shall constitute a waiver of any other breach or of such provision. Failure of the COUNTY to enforce at any time, or from time to time, any provision of this Contract shall not be construed as a waiver thereof. The rights and remedies set forth in this Section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

## **58.0 WARRANTY AGAINST CONTINGENT FEES**

- 58.1 CONTRACTOR warrants that no person or selling agency has been employed or retained to solicit or secure this Contract upon any Contract or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the CONTRACTOR for the purpose of securing business.
- 58.2 For breach of this warranty, the COUNTY shall have the right to terminate this Contract and, at its sole discretion, deduct from the Contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

## **59.0 WARRANTY AGAINST EXCLUSION, DEBARMENT OR SUSPENSION**

CONTRACTOR certifies that neither it nor its principals are presently debarred, excluded suspended, or proposed for debarment, or otherwise declared ineligible from participation in this Contract by any governmental department or agency. CONTRACTOR must notify COUNTY Program Manager within 30 days if debarred, excluded or suspended by any governmental entity during the Contract period.

**COUNTY OF LOS ANGELES  
DEPARTMENT OF CHILDREN AND FAMILY SERVICES  
AND  
PROBATION DEPARTMENT  
MASTER CONTRACT FOR  
TRANSITIONAL HOUSING PROGRAM FOR EMANCIPATED FOSTER/PROBATION  
YOUTH (THP-Plus)**

IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Master Contract to be subscribed on its behalf by the Director of the Department of Children and Family Services and the Chief Probation Officer of the Probation Department and the CONTRACTOR has subscribed the same through its authorized officers, as of the day, month and year first above written. The persons signing on behalf of the CONTRACTOR warrant under penalty of perjury that they are authorized to bind the CONTRACTOR.

COUNTY OF LOS ANGELES

CONTRACTOR

By: \_\_\_\_\_  
Patricia S. Ploehn, LCSW, Director  
Department of Children and  
Family Services

By: \_\_\_\_\_  
Robert B. Taylor  
Chief Probation Officer  
Probation Department

\_\_\_\_\_  
Name of Agency

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

\_\_\_\_\_  
Tax Identification Number

APPROVED AS TO FORM:

BY THE OFFICE OF COUNTY COUNSEL  
RAYMOND G. FORTNER, JR., County Counsel

BY  \_\_\_\_\_  
Kathy Bramwell, Principal Deputy County Counsel

**County of Los Angeles  
Department of Children and Family Services**

**Transitional Housing Program for  
Emancipated Foster/Probation Youth (THP-Plus)**

**EXHIBIT A: STATEMENT OF WORK**

**COUNTY OF LOS ANGELES  
DEPARTMENT OF CHILDREN AND FAMILY SERVICES**

**STATEMENT OF WORK**

**FOR**

**TRANSITIONAL HOUSING PROGRAM FOR EMANCIPATED FOSTER/PROBATION  
YOUTH (THP-Plus)**

**TRANSITIONAL HOUSING PROGRAM  
FOR EMANCIPATED FOSTER/PROBATION YOUTH (THP-PLUS)**

**STATEMENT OF WORK**

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## STATEMENT OF WORK

### 1.0 PREAMBLE

For over a decade, the COUNTY has collaborated with its community partners to enhance the capacity of the health and human services system to improve the lives of children and families. These efforts require, as a fundamental expectation, that the COUNTY'S contracting partners share the COUNTY and community's commitment to provide health and human services that support achievement of the COUNTY'S vision, goals, values, and adopted outcomes. Key to these efforts is the integration of service delivery systems and the adoption of the Customer Service and Satisfaction Standards.

The County of Los Angeles' Vision is to improve the quality of life in the COUNTY by providing responsive, efficient, and high quality public services that promote the self-sufficiency, well-being and prosperity of individuals, families, business and communities. This philosophy of teamwork and collaboration is anchored in the shared values of:

- Responsiveness
- Professionalism
- Accountability
- Compassion
- Integrity
- Commitment
- A Can-Do Attitude
- Respect for Diversity

These shared values are encompassed in the County Mission to enrich lives through effective and caring service and the COUNTY Strategic Plan's eight goals: 1) Service Excellence; 2) Workforce Excellence; 3) Organizational Effectiveness; 4) Fiscal Responsibility; 5) Children and Families' Well-Being; 6) Community Services; 7) Health and Mental Health; and 8) Public Safety. Improving the well-being of children and families requires coordination, collaboration, and integration of services across functional and jurisdictional boundaries, by and between COUNTY departments/agencies, and community and contracting partners.

The basic conditions that represent the well-being we seek for all children and families in Los Angeles County are delineated in the following five outcomes, adopted by the Board of Supervisors in January 1993.

- Good Health;
- Economic Well-Being;
- Safety and Survival;
- Emotional and Social Well-Being; and
- Education and Workforce Readiness.

Recognizing no single strategy - in isolation - can achieve the COUNTY'S outcomes of well-being for children and families, consensus has emerged among COUNTY and community leaders that making substantial improvements

in integrating the COUNTY'S health and human services system is necessary to significantly move toward achieving these outcomes. The COUNTY has also established the following values and goals for guiding this effort to integrate the health and human services delivery system:

- Families are treated with respect in every encounter they have with the health, educational, and social services systems.
- Families can easily access a broad range of services to address their needs, build on their strengths, and achieve their goals.
- There is no "wrong door": wherever a family enters the system is the right place.
- Families receive services tailored to their unique situations and needs.
- Service providers and advocates involve families in the process of determining service plans, and proactively provide families with coordinated and comprehensive information, services, and resources.
- The COUNTY service system is flexible, able to respond to service demands for both the Countywide population and specific population groups.
- The COUNTY service system acts to strengthen communities, recognizing that just as individuals live in families, families live in communities.
- In supporting families and communities, COUNTY agencies work seamlessly with public and private service providers, community-based organizations, and other community partners.
- COUNTY agencies and their partners work together seamlessly to demonstrate substantial progress towards making the system more strength-based, family-focused, culturally-competent, accessible, user-friendly, responsive, cohesive, efficient, professional, and accountable.
- COUNTY agencies and their partners focus on administrative and operational enhancements to optimize the sharing of information, resources, and best practices while also protecting the privacy rights of families.
- COUNTY agencies and their partners pursue multi-disciplinary service delivery, a single service plan, staff development opportunities, infrastructure enhancements, customer service and satisfaction evaluation, and revenue maximization.
- COUNTY agencies and their partners create incentives to reinforce the direction toward service integration and a seamless service delivery system.

- The COUNTY human service system embraces a commitment to the disciplined pursuit of results accountability across systems. Specifically, any strategy designed to improve the COUNTY human services system for children and families should ultimately be judged by whether it helps achieve the COUNTY'S five outcomes for children and families: good health, economic well-being, safety and survival, emotional and social well-being, and education and workforce readiness.

The COUNTY, its clients, contracting partners, and the community will continue to work together to develop ways to make COUNTY services more accessible, customer friendly, better integrated, and outcome-focused. Several departments have identified shared themes in their strategic plans for achieving these goals including: making an effort to become more consumer/client-focused; valuing community partnerships and collaborations; emphasizing values and integrity; and using a strengths-based and multi-disciplinary team approach. COUNTY departments are also working to provide the Board of Supervisors and the community with a better understanding of how resources are being utilized, how well services are being provided, and what are the results of the services: is anyone better off?

The County of Los Angeles health and human service departments and their partners are working together to achieve the following **Customer Service And Satisfaction Standards** in support of improving outcomes for children and families.

#### *Personal Service Delivery*

The service delivery team – staff and volunteers – will treat customers and each other with courtesy, dignity, and respect.

- Introduce themselves by name
- Listen carefully and patiently to customers
- Be responsive to cultural and linguistic needs
- Explain procedures clearly
- Build on the strengths of families and communities

#### *Service Access*

Service providers will work proactively to facilitate customer access to services.

- Provide services as promptly as possible
- Provide clear directions and service information
- Outreach to the community and promote available services
- Involve families in service plan development
- Follow-up to ensure appropriate delivery of services

*Service Environment*

**Service providers will deliver services in a clean, safe, and welcoming environment, which supports the effective delivery of services.**

- Ensure a safe environment
- Ensure a professional atmosphere
- Display vision, mission, and values statements
- Provide a clean and comfortable waiting area
- Ensure privacy
- Post Appeals Process and Procedures (Exhibit A-8)

The basis for all COUNTY health and human services contracts is the provision of the highest level of quality services that support improved outcomes for children and families. The COUNTY and its contracting partners must work together and share a commitment to achieve a common vision, goals, outcomes, and standards for providing services.

## **2.0 INTRODUCTION**

The County of Los Angeles, Department of Children and Family Services, and the Probation Department provides a transitional housing program for emancipated foster youth from 18 years of age up to the day before their 24<sup>th</sup> birthday, entitled Transitional Housing Program for Emancipated Foster/Probation Youth (THP-Plus) for up to 24 months of cumulative service.

- 2.1 In 2001, the California Legislature passed Assembly Bill (AB) 427 (Chapter 125, 2001, expanded with AB 1119 (Chaptered 2002), and AB 824 (Chapter 2005) authorizing transitional housing services to emancipated foster youth over 18 years of age and under 24 years of age. The Transitional Housing Program for Emancipated Foster/Probation Youth is known as THP-Plus. However, at that time counties had to participate in the Supportive Transitional Emancipation Program (STEP). No counties opted to participate because STEP required the use of Federal Independent Living Program (ILP) funds. AB 1119 de-linked THP-Plus from STEP.
- 2.2 THP-Plus is a transitional housing placement opportunity for emancipated foster (DCFS/Probation) youth, from 18 years of age and under 24 years of age, who emancipated from the child welfare system and are at risk of homelessness. The program provides independent living housing and support services.
- 2.3 The Department of Children and Family Services (DCFS) has established the following priorities for children: (1) safety; (2) permanency; and (3)

well-being/education. Because the THP-Plus program is associated with emancipated youth, the priorities for safety and permanency do not apply.

- 2.4 Well-Being/Education: This priority in this Statement of Work (SOW) refers to educational, life skills preparation, and independent living as well as a number of other items especially relevant to a THP-Plus setting. The Performance Outcome Summary and Service Tasks addressing this priority are found in this SOW.
- 2.5 The purpose of THP-Plus is to provide selected independent living opportunities Countywide for eligible THP-Plus participants to practice life skills in a safe environment and to assist with the transition from dependence to self-sufficiency through supervised housing and supportive services as described in detail in this SOW.

### **3.0 DEFINITIONS**

Refer to THP-Plus Master Contract, Part I, Unique Terms and Conditions, Section 1.0, Applicable Documents and Defined Terms, Sub-section 1.5.

### **4.0 PROGRAM MANAGEMENT REQUIREMENTS**

The COUNTY shall provide a County Program Manager (CPM) to coordinate the delivery of the services of this Contract with the CPD.

- 4.1 The CPM or designated alternate will have full authority to monitor CONTRACTOR'S performance in the day-to-day operation of this Contract.
- 4.2 The CPM will provide direction to CONTRACTOR in areas relating to DCFS policy, information and procedural requirements.
- 4.3 The CPM is not authorized to make any changes in the terms and conditions of this Contract and is not authorized to obligate the COUNTY in any way whatsoever beyond the terms of this Contract.

- 4.4 The County Program Manager, responsible for daily management of Contract operation and overseeing monitoring activities, is identified as:

CPM:

Bedrae Davis  
County of Los Angeles  
Department of Children and Family Services  
Youth Development Services Division  
3530 Wilshire Blvd. 4<sup>th</sup> Floor  
Los Angeles, CA 90010

(213) 351-0239 Fax (213) 637-0042

- 4.5 CONTRACTOR shall designate a Contractor Program Director (CPD) responsible for daily management of Contract operation and overseeing the work to be performed by CONTRACTOR as defined in this Statement of Work. The Contractor Program Director is identified on the Contract, Exhibit D, Attachment I, Administration of Contract, Contractor's Administration.
- 4.6 CONTRACTOR shall not schedule or conduct any meetings or negotiations under this Contract on behalf of the COUNTY or DCFS.
- 4.7 Overall project coordination between CONTRACTOR and COUNTY shall be through the CPM or designee and the CPD, authorized representative(s) or their designated alternates.

## **5.0 COUNTY'S GENERAL RESPONSIBILITIES**

- 5.1 COUNTY shall appoint a County Program Manager (CPM) who shall be responsible for monitoring CONTRACTOR'S activities and providing technical guidance to ensure CONTRACTOR meets or exceeds program objectives and requirements.
- 5.2 COUNTY shall review CONTRACTOR'S Provider Plan. In addition, COUNTY shall have the right to monitor, including but not limited to review and audit CONTRACTOR for compliance with this Contract, Statement of Work, and all applicable rules and regulations related to THP-Plus provider. All programmatic audit reports and corrective action plans will be a matter of public record to the extent required by the California Public Records Act.
- 5.3 The CPM shall provide guidance to CONTRACTOR in areas relating to DCFS policy, information and procedural requirements.

- 5.4 COUNTY will provide CONTRACTOR with a User Complaint Report (UCR), Exhibit A-33, for every instance in which tasks defined in the SOW are not met.
- 5.5 DCFS shall refer to CONTRACTOR, former foster and probation youth, ages 18 through the day before their 24<sup>th</sup> birthday, who are eligible to participate in THP-Plus.
- 5.6 THP-Plus Services may not be rendered to a former foster or probation youth prior to receiving approval from DCFS.

## **6.0 CONTRACTOR'S RESPONSIBILITIES**

- 6.1 CONTRACTOR shall ensure that their program is clearly distinguishable from those that are required to be license as an Adult Residential facility under Health and Safety Code Section 1502(a)(1) or Health and Safety Code Section 1503.5(a).
- 6.2 CONTRACTOR shall appoint a Contractor Project Director (CPD) who shall be responsible for administering and overseeing all of the services provided under this Contract. The name and phone number of the CPD and that of an alternate who is authorized to act on behalf of CONTRACTOR in the CPD'S absence shall be designated in writing under, CONTRACTOR'S Administration, Exhibit D, Attachment I, of the Contract.
- 6.3 The CPD shall work with the CPM to help resolve any potential areas of difficulty before a problem occurs.
- 6.4 The CPD shall respond within twenty-four (24) hours to all calls and/or reports regarding CONTRACTOR'S performance. The CPD or alternate shall be available to authorized COUNTY personnel during normal work hours 8:00 A.M. to 5:00 P.M., Monday through Friday, except on legal holidays.
- 6.5 The CPD shall respond to any and all subsequent calls within one (1) hour.
- 6.6 The CPD or other manager in the employ of the CONTRACTOR shall supervise all of CONTRACTOR'S personnel assigned to work under this Contract.
- 6.7 CONTRACTOR shall immediately notify COUNTY of any changes in CONTRACTOR'S authorized personnel that may affect the operation of this Contract. Such personnel changes are subject to the approval of the CPM or designated alternate.

- 6.8 CONTRACTOR shall not permit any employee to perform services hereunder while under the influence of any alcoholic beverage, medication, narcotic, or other substance, which might impair the employee's physical or mental performance.
- 6.9 The CPM may, at his or her sole discretion, direct the CONTRACTOR to remove any of its personnel who the CPM determines has performed acts, which are inimical to the interest of the THP-Plus participants and their children or which otherwise made it inappropriate for such persons to be assigned to the provision of these Contract services.
- 6.10 CONTRACTOR agrees that any work performed outside the scope of this SOW shall be deemed a gratuitous act on the part of CONTRACTOR and, therefore, CONTRACTOR shall have no claim against COUNTY.
- 6.11 CONTRACTOR shall provide sufficient personnel, competent to perform all work in accordance with the requirements of the Contract and SOW.
- 6.12 CONTRACTOR shall comply with their Provider Plan (Exhibit A-1).
- 6.13 CONTRACTOR shall ensure that duties related to property management are provided/facilitated by non-case management staff and duties related to case management are provided/facilitated by case management staff.
- 6.14 CONTRACTOR or designee shall attend all collaboration meetings scheduled by the COUNTY.
- 6.15 CONTRACTOR shall be available for technical reviews as requested by the COUNTY Program Manager. Technical reviews shall be conducted annually or as determined by the COUNTY Program Manager.
- 6.16 CONTRACTOR shall be re-certified by the COUNTY Program Manager or designee annually.
- 6.17 CONTRACTOR shall collaborate with the COUNTY Program Manager to arrange and conduct annual participant focus groups.
- 6.18 CONTRACTOR hereby agrees to participate in the collection and reporting of outcome data related to youth well-being including inputting data into the Statewide Participant Tracking System when implemented. CONTRACTOR shall submit a monthly, (Exhibit A-20), quarterly (Exhibit A-20-a), and twelve month assessment report (Exhibit A15-a).

- 6.19 CONTRACTOR hereby agrees to comply with any changes in the legislation regarding THP-Plus and any regulations made by CDSS, and shall incorporate the changes into their program.
- 6.20 CONTRACTOR may require that participants reimburse CONTRACTOR for the costs of damages that exceed normal wear and tear. CONTRACTOR must inform participants of the Damage Reimbursement Policy and provide a written copy to participants at the time of move-in. A Damage Reimbursement Agreement consistent with the policy should be signed by both CONTRACTOR and participant. The policy should include the following requirements: 1) the CONTRACTOR must document the cost of any repairs; 2) a participant is not liable for any cost over the repair cost; and 3) that a participant is not liable for the costs of normal wear and tear.

## **7.0 REPORTS AND RECORD KEEPING**

- 7.1 CONTRACTOR shall provide COUNTY with a monthly Participant Occupancy Form (Exhibit A-13), and a monthly invoice. CONTRACTOR shall include with the Participant Occupancy Form copies of any and all Corrective Action Plans issued during the prior month and notes on any changes to internal processes, policies or procedures required to comply with any Corrective Action Plans.
- 7.2 CONTRACTOR shall maintain copies of program records for a period of five (5) years after the termination of the contract. The program records shall include, but not be limited to, the following:

### **7.2.1 THP-Plus Participant Record Folder:**

CONTRACTOR shall maintain an accurate, complete, and up-to-date THP-Plus participant record folder for each THP-Plus participant as required by this Exhibit A, Statement of Work. All records shall be in sufficient detail to permit the COUNTY to conduct an evaluation of the services provided and shall be available for review by the COUNTY at all times.

7.2.2 The THP-Plus participant record folder shall be confidential and kept in a locked file cabinet.

7.2.3 The THP-Plus participant record folder shall include, but not be limited to, the following:

a) Transitional Housing Program – Plus Application (Exhibit A-2);

b) Move-In Agreement (Exhibit A-3);

- c) Applicant's Authorization for Release of Information (Exhibit A-4);
- d) Acknowledgement of Receipt of Grievance Policy (Exhibit A-7);
- e) Acknowledgement of Receipt of Appeal Process and Procedures (Exhibit A-10);
- f) Furniture Inventory Form (Exhibit A-12) completed within one (1) business day of admission and on a quarterly basis;
- g) Orientation Checklist (Exhibit A-14) completed within one (1) business day of admission;
- h) Entry Assessment (Exhibit A-15);
- i) Twelve Month Assessment (Exhibit A-15a);
- j) Treatment documents, including case history information, psychological and psychiatric diagnostic work-ups, Emancipation/Transitional Independent Living Plan/update, and progress notes including treatment, recreation and emancipation services provided by the various professional and paraprofessional staff if applicable;
- k) School records if applicable;
- l) THP-Plus participant's financial records such as monetary provisions, earnings, checking/savings accounts;
- m) Training records including who administered the training, credentials (if appropriate), length of training, date of training, and verification of attendance (attendance roster);
- n) Youth Interview (Exhibit A-16);
- o) Written documentation (date, time, contact person and a summary of the conversation) of conversations bearing on the THP-Plus participant's progress and/or special circumstances such as non-routine contact with the participant's school or employer and contact with law enforcement. Documentation shall include the date, time, contact person and a summary of the contact;

- p) First Aid and CPR training for THP-Plus participants with a child(ren) living in the unit;
- q) Supportive Transitional Emancipation Program Transitional Independent Living Plan – STEP-TILP (Exhibit A-17);
- r) Savings Agreement (Exhibit A-18);
- s) Serious Incident Report(s) (Exhibit A-19) completed within one (1) business day following the occurrence;
- t) Quarterly Report(s) (Exhibit A-20a)
- u) Exit Assessment (Exhibit A-21);
- v) Follow–Up Survey (Exhibit A-22);

7.2.4 Participant Performance Evaluation:

- a) Entry Assessment (Exhibit A-15): The CONTRACTOR shall complete an Entry Assessment at the time of admission for each THP-Plus participant. CONTRACTOR shall file the completed Entry Assessment in the Participant’s Record Folder.
- b) Twelve Month Assessment (Exhibit A-15a): The CONTRACTOR shall complete a Twelve Month Assessment for each THP-Plus participant after participating in the THP-Plus Program for 12 months. The CONTRACTOR shall file the completed Twelve Month Assessment in the Participant’s Record Folder.
- c) Exit Assessment (Exhibit A-21): The CONTRACTOR shall complete an Exit Assessment for each THP-Plus participant when exiting the THP-Plus Program. The CONTRACTOR shall file the completed Exit Assessment in the Participant’s Record Folder.

7.2.5 Agency Monthly Report (Exhibit A-20): The CONTRACTOR shall complete a typed or word-processed Monthly Report for all THP-Plus participants. The CONTRACTOR shall mail or fax a copy to the COUNTY Program Manager by the 10<sup>th</sup> day of the following month.

7.2.5.1 CONTRACTOR may not be required to submit the Agency Monthly Report after implementation of the Statewide

Participant Tracking System. Discontinued usage of the Agency Monthly Report shall remain at the discretion of the COUNTY Program Manager.

7.2.6 Quarterly Report (Exhibit A-20a): The CONTRACTOR shall complete a typed or word-processed Quarterly Report on the progress of the STEP-TILP goals for each THP-Plus participant. The CONTRACTOR shall mail or fax a copy to the COUNTY Program Manager by the 10<sup>th</sup> day of the following month at the end of the quarter from the start of the THP-Plus participant's admission into the THP-Plus program.

7.2.7 Monthly Income Log (Exhibit A-25): CONTRACTOR shall document the income received by each participant on the Monthly Income Log and file it in the Participant's Record Folder.

### 7.3 Administrative Reports and Records:

Administrative Records and Reports shall include, but not be limited to, the following:

#### 7.3.1 Attendance Record Folder:

CONTRACTOR shall maintain and update monthly the Attendance Record Folder for all THP-Plus participants. The folder shall include, but not be limited to, the following:

1. A master list of all participants shall be maintained by the CONTRACTOR, and shall include each THP- Plus participant's name, telephone number, address of living unit, case manager, telephone number of case manager, date of admission, and discharge date (if applicable).
2. Statistics on the total number of participant days of service provided for the month.
3. All admission information and discharge notices shall be available for review. The Attendance Record Folder shall be made available to the CPM or designee immediately upon request.

#### 7.3.2 Rental/Lease Agreements Records:

CONTRACTOR shall purchase and maintain copies of rental/lease agreement(s) for each THP-Plus living unit in a locked file cabinet.

The rental/lease agreement(s) shall be available for review by the CPM or designee, immediately upon request.

7.3.3 Annual THP-Plus Report:

CONTRACTOR shall complete an Annual THP-Plus Report on all THP-Plus participants in its care during the Contract year and mail a copy to the COUNTY Program Manager within 15 days after termination of the contract. The annual report will include but not be limited to the number of participants served, number completed, number discharged, number of participants who completed their high school diploma or GED certificate, percentage of participants employed at admission and discharge, percentage of participants who report having a consistent relationship with a caring adult.

7.3.4 Serious Incident Reports:

CONTRACTOR shall submit Serious Incident Reports (Exhibit A-19) to the COUNTY Program Manager within twenty-four (24) hours following the incident.

7.3.5 Discharge/Closing Report:

CONTRACTOR shall prepare and submit a Discharge/Closing Report for each THP-Plus participant to the COUNTY'S Program Manager within seven (7) calendar days. The CONTRACTOR'S Report shall include, but not be limited to: (1) a closing summary of information documented in the participant's record folder; (2) the participant's progress while participating in the THP-Plus program, and (3) the reason for the participant's leaving the program. The Discharge/Closing Report shall be filed in the participant's record folder.

**8.0 SERVICE DELIVERY SITES**

- 8.1 CONTRACTOR'S headquarters office and service delivery sites (THP-Plus units, and THP-Plus services) shall be located within the eight Service Planning Areas (SPA'S) throughout Los Angeles COUNTY.
- 8.2 CONTRACTOR shall ensure that the service delivery sites are easily accessible (e.g. public transportation, disabled youth, etc.) to targeted Youth.
- 8.3 Services shall be provided at the service delivery sites listed on SOW Exhibit A-26, Service Delivery Sites. All service delivery sites listed on

SOW Exhibit A-26 shall be fully operational within 30 days of the commencement of the Contract.

- 8.4 CONTRACTOR shall request approval from County Program Manager in writing at least thirty (30) days before terminating services at any of the location(s) listed on SOW Exhibit A-26, Service Delivery Sites, and/or before commencing services at any other location(s) not previously approved in writing by the County Program Manager.

## **9.0 HOUSING OPTIONS**

- 9.1 CONTRACTOR shall provide THP-Plus services through at least one of the following models:
- 9.1.1 Single-site transitional model: Participants live in housing at a single location owned or leased by the THP-Provider.
  - 9.1.2 Scattered-site transitional model: Participants live in housing located in multiple locations in the community that are owned or leased by the THP-Plus provider.
- 9.2 CONTRACTOR shall use one of the following housing options: 1) apartments; 2) single-family dwellings; or 3) condominiums. Apartments and/or condominiums are the preferred housing option.
- 9.3 Publicly supervised or privately operated shelters, or other living situations including those with friends, family members and others that provide temporary accommodation are not acceptable.
- 9.4 Public or private places not ordinarily used as a regular sleeping area are not acceptable, and may not be utilized by a THP-Plus provider as accommodations for emancipated youth.
- 9.5 Group homes and other types of licensed residential facilities may not be utilized by a THP-Plus provider as accommodations.
- 9.6 CONTRACTOR is encouraged to utilize housing where the participant's may continue living following completion of the program.
- 9.7 CONTRACTOR shall not place more than 3 participants in a single apartment, condominium or single-family residence. Requests to place more than 3 participants but not exceeding 6 participants in a single site must be submitted in writing to the County Program Manager for approval.

## 10.0 LENGTH OF SERVICE

The maximum time for THP-Plus participation is 24 cumulative months statewide.

## 11.0 TARGET DEMOGRAPHIC

The target demographic for the THP-Plus program are emancipated (DCFS/Probation) youths who are at risk of homelessness, ages 18 up to the day before their 24<sup>th</sup> birthday, that the COUNTY has determined are eligible and are referred to the CONTRACTOR based upon one or more of the following indicators:

- History of substance abuse
- Multiple placements within the Foster Care system
- Previous engagement with the Juvenile Justice system
- No high school diploma or GED
- Lack of family support network
- Learning disabilities
- Little or no attachment to the labor force
- Pregnant or parenting youth

All youth must meet the following additional eligibility requirements:

- All Participants must be ILP eligible and receiving services. If the participants are 21 years of age or older, they must have been eligible for ILP services.
- Youth's county of origin must have an approved THP-Plus plan on file with CDSS.

## 12.0 STAFFING

### 12.1 Staffing Ratios

At all times, THP-Plus providers shall maintain at a minimum, the following staffing ratios:

12.1.1 One (1) full-time **Project Director** that meets the qualifications set forth in Sub-Section 12.2.1 below;

12.1.2 One (1) **Clinical Director** that meets the qualifications set forth in Sub-Section 12.2.2 below;

12.1.3 One full-time **Case Manager** that meets the qualifications set forth in Sub-Section 12.2.3 below for every 12 THP-Plus participants or 10 parenting participants or fraction thereof.

12.1.4 One part-time **Property Manager** that meets the qualifications set forth in Sub-Section 12.2.7 below.

## 12.2 Minimum Qualifications

12.2.1 CONTRACTOR'S **Project Director** shall meet the following minimum qualifications prior to employment:

- Possess a Bachelor's Degree in a Behavioral Science from an accredited college or university AND a minimum of two (2) years full-time management experience in a social service agency.
  - Accredited colleges / universities are those listed in the publications of regional, national or international accrediting agencies that are accepted by the Los Angeles County Department of Human Resources. Publications such as American Universities and Colleges and International Handbook of Universities are acceptable references.
  - Also acceptable, if appropriate, are degrees that have been evaluated and deemed equivalent of degrees for United States accredited institutions by an academic credential evaluation agency recognized by The National Association of Credential Evaluation Services.

12.2.2 CONTRACTOR'S **Clinical Director** shall possess the following minimum qualifications prior to employment:

- A Licensed Clinical Social Worker (LCSW) with a current license from the California Board of Behavioral Sciences:

**OR**

- A Licensed Marriage and Family Therapist (LMFT) with a current license from the California Board of Behavioral Sciences:

**OR**

- A Licensed Psychologist with a current license from the California Board of Psychology.

12.2.3 CONTRACTOR'S **Case Manager(s)** shall possess the following minimum qualifications prior to employment:

- a) A Master's Degree from an accredited or state approved graduate school, as defined in Section 94301 of the Education Code, in one of the following areas:
  - Social Work or Social Welfare
  - Marriage, Family and Child Counseling
  - Child Psychology, Child Development
  - Counseling Psychology, Social Psychology
  - Clinical Psychology or Educational Psychology. Consistent with the scope of practice as described in Section 4986.10 of the Business and Professional code
  - Education with a Counseling emphasis
  - Or equivalent Master's Degree in Human Services or Behavior Science degree

**OR**

- b) Possess a Bachelor's Degree in a Behavioral Science from an accredited college or university AND a minimum of two (2) years full-time experience in a public or private social services setting working with teenage or transition age youth.

12.2.3.1. CONTRACTOR may use Master's level interns provided they have two years of social work experience.

12.2.3.2. CONTRACTOR shall employ one (1) full-time Case Manager for every 12 THP-Plus participants or fraction thereof. CONTRACTOR shall employ one (1) full-time Case Manager for every 10 parenting THP-Plus participants or a mixture of 10 parenting and non-parenting participants.

12.2.3.3 CONTRACTOR shall not use subcontractors to provide case management services.

12.2.3.4 The Project Director may serve as a Case Manager on an as needed basis, but may not serve more than 6 non-parenting or 5 parenting participants.

- 12.2.4 CONTRACTOR'S volunteer case management staff shall possess all the minimum qualifications as stated in Section 12.2 above. Additionally, all volunteers are subject to the same rules and regulations as paid staff.
- 12.2.5 CONTRACTOR shall ensure that all case management staff receive bi-weekly individual and bi-weekly group clinical supervision with a Licensed Clinical Social Worker or a Licensed Marriage and Family Therapist.
- 12.2.6 CONTRACTOR shall ensure that all staff and volunteers providing THP-Plus services receive a minimum of six (6) hours per quarter of ongoing in-service training. The training topics shall pertain to issues related to transition age youth. CONTRACTOR shall maintain documentation of all training(s) conducted. The documentation shall include the topics covered, the trainers name and credentials, length of training sessions, and participant sign-in sheets.
- 12.2.7 CONTRACTOR'S **Property Manager** shall possess the following minimum qualifications prior to employment:
- Two years experience managing housing
  - Knowledge of federal, state and local fair housing laws
- 12.2.8 CONTRACTOR shall ensure that all staff and volunteers receive yearly performance evaluations to be written by their immediate supervisor or designee.
- 12.2.9 CONTRACTOR shall maintain documentation in the personnel files of all staff, interns, and volunteers of: (1) copies of resumes, degrees, and professional licenses; (2) copies of current criminal clearances; and (3) performance evaluations.

Continued on next page.

## **13.0 SERVICE TASKS TO ACHIEVE PERFORMANCE OUTCOME GOALS**

**PERFORMANCE OUTCOME SUMMARY**

**WELL-BEING/EDUCATION**

**PROGRAM:** Transitional Housing Program For Emancipated Foster/Probation Youth (THP-Plus).

**PROGRAM TARGET GROUP:** Emancipated DCFS/Probation former foster youth

**PROGRAM GOAL AND OUTCOME:** Participants will attain permanent residency and employment/increased income.

<b>OUTCOME INDICATORS</b>	<b>METHOD OF DATA COLLECTION</b>	<b>PERFORMANCE TARGETS</b>
Emancipated Youth will have residential stability.	Entrance Assessment Participant's case file Quarterly THP-Plus Reports STEP-TILP Twelve Month Assessment Exit Assessment Follow-Up Survey	75% of participants will stay in THP-Plus housing within 12 months of entering the program.  80% of participants will be placed in permanent housing when they exit the program.  90% of those participants placed in permanent housing will remain in permanent housing for 6-months after they exit the program.
Emancipated Youth will have increased skills or income.	Entrance Assessment Participant's case file Quarterly THP-Plus Reports STEP-TILP Twelve Month Assessment Exit Assessment Follow-Up Survey	90% of the participants will complete the life skills classes and show increased abilities by the time they exit the program.  50% of the participants will be employed upon entering the program.  80% of the participants will have a greater hourly wage at the time of exit from the program  75% of the participants will obtain full-time employment within 12 months of entering the program  90% of the participants able to work will obtain full-time employment by the time they exit the program.

OUTCOME INDICATORS	METHOD OF DATA COLLECTION	PERFORMANCE TARGETS
		90% of participants who obtain employment will remain employed for 6 months after they exit the program.
Emancipated youth will have a high school diploma/GED certificate	Entrance Assessment Twelve Month Assessment Exit Assessment	75% of the participants who do not have a high school diploma or GED will obtain a high school diploma or GED by the time they exit the program.
Emancipated youth will have an adult connection	Monthly reports Twelve Month Assessment Exit Assessment	30% of the participants will have a consistent relationships with a caring adult within 12 months of entering the program  50% of the participants will have a consistent relationship with a caring adult by the time they exit the program

## 14.0 SERVICE TASKS

CONTRACTOR shall provide the following service tasks:

### 14.1 Duties Related to Property Management:

THP-Plus program duties related to property management shall be provided/facilitated by non-case management staff and shall include, but not be limited to, the following:

#### 14.1.1 THP-Plus Certificate of Approval

- a) CONTRACTOR shall maintain and post their current COUNTY THP-Plus Certificate of Approval in a prominent, publicly accessible location in the administrative office and sub-administrative office(s) of the CONTRACTOR.
- b) CONTRACTOR may request a change in capacity based upon a change in the number of available or projected THP-Plus participant living units.
- c) CONTRACTOR shall comply with all federal, state, and local housing laws and fire clearance requirements including the California landlord-tenant law (Civil Code Section 1940, et seq.) and/or the Transitional Housing Misconduct Act (Health and Safety Code Section 50580, et Seq.).

#### 14.1.2 Living Unit Requirements

##### 14.1.2.1 General Living Unit Requirements

- a) CONTRACTOR shall ensure that each living unit is in compliance and is certified before placement of a THP-Plus participant.
- b) CONTRACTOR shall ensure that each living unit is adequately furnished.
- c) CONTRACTOR shall secure and maintain fire clearances for each living unit.
- d) CONTRACTOR shall ensure that each participant has their own bedroom and that no more than 2 participants share one bathroom. Participants may only share bedrooms with their children.

- e) If a THP-Plus participant is disabled, the CONTRACTOR shall make the necessary modifications prior to admission to protect, assist, and maximize the participant's potential for self-sufficiency, including, but not limited to, alterations to the building and grounds.
- f) THP-Plus living unit(s) shall be in close proximity [within three (3) miles] to all of the following:
  - (1) public transportation; (2) shopping areas;
  - (3) medical care; and (4) supportive services.Employment opportunities shall be accessible via public transportation.

#### 14.1.2.2 Specific Living Unit Requirements:

CONTRACTOR shall complete a Unit Verification form (Exhibit A-27) to confirm that the requirements for each specific living unit are met before each THP-Plus participant is placed.

#### 14.1.3 Lease/Rental Agreements

CONTRACTOR shall be responsible for securing and maintaining all lease/rental agreements.

- 14.1.3.1 CONTRACTOR shall not charge participants a security deposit or any other fees prior to admission into the program.

#### 14.1.4 Maintenance and Repair

- 14.1.4.1 CONTRACTOR shall replace/repair any furniture that is not in good condition within ten (10) business days of discovery. If the furniture poses a safety hazard for the participant and/or participant's child(ren), it shall be repaired/replaced immediately.

- 14.1.4.2 CONTRACTOR shall replace/repair any major appliances (refrigerator, stoves, ovens, heating/air conditioning units, etc.) that are not in good condition within two (2) business days. If the major appliance(s) poses a safety/fire hazard for the participant and/or participant's child(ren), it shall be replaced/repared immediately.

- 14.1.4.3 CONTRACTOR shall inventory each unit including the furniture and major appliances at least quarterly.
- 14.1.4.4 CONTRACTOR shall ensure that all maintenance requests including the participant's requests are completed timely and documentation maintained.
- 14.1.4.5 CONTRACTOR shall not use or retain any portion of the participants' Emancipation Savings fund or individual savings to pay for repairs or damage to the living units.

#### 14.1.5 Utility Costs

- 14.1.5.1 CONTRACTOR shall be responsible for connecting, maintaining, and payment for all utilities for each THP-Plus living unit, including natural gas, electricity, water, trash, sewer maintenance, and any other utilities applicable to each living unit.

#### 14.1.6 Telephone

- 14.1.6.1 CONTRACTOR shall provide a minimum of one (1) telephone on the premises to use in case of an emergency.
- 14.1.6.2 The participants shall be responsible for payment of all personal calls made with the emergency telephone.

### 14.2 Duties Related to Case Management:

THP-Plus program duties related to case management shall be performed and/or facilitated by case management staff only and shall include, but not be limited to, the following:

#### 14.2.1 Orientation Plan

- 14.2.1.1 CONTRACTOR shall submit a written orientation plan to the COUNTY Program Manager for approval prior to admitting a THP-Plus participant under this Contract. The orientation plan shall include, but is not limited to, the CONTRACTOR'S specific policies/procedures/rules regarding vehicles, work and savings expectations, budgeting, emergencies, child care, pregnancy, use of utilities and telephone, care of furnishings, decorating of living units, disposition of furnishings upon completion of

the program, cars, lending or borrowing money, unauthorized purchases, participant's monthly income, the grievance/appeals procedures, curfew, personal safety, dating, visitation rights, and grounds for discharge.

#### 14.2.2 Referral And Admission

- 14.2.2.1 CONTRACTOR shall develop with the COUNTY admission criteria for participants in the program, including, but not limited to, consideration of the applicant's age, previous placement history, delinquency history, history of drug and/or alcohol abuse, current strengths, level of education, mental health history, prospects for successful participation in the program, and work experience.
- 14.2.2.2 COUNTY shall review and approve the CONTRACTOR'S admission criteria to ensure that the criteria are sufficient to protect participants and that they do not discriminate.
- 14.2.2.3 CONTRACTOR shall accept referrals from the County, other THP-Plus providers, Community Stakeholders, and self-referrals from emancipated youths. CONTRACTOR shall contact the Transition Coordinator or the COUNTY Program Manager to ensure that all youths are eligible prior to admitting him/her into the program.
- 14.2.2.4 CPM will notify the CONTRACTOR regarding an eligible THP-Plus participant. The COUNTY Program Manager will then forward the potential participant's case records to the CONTRACTOR for review if available.
- 14.2.2.5 CONTRACTOR shall accept every referred THP-Plus participant who meets the criteria of the CONTRACTOR'S program and target population, unless CONTRACTOR has determined the participant is not acceptable for admission based on the individual needs of the referred participant and the current composition of the other THP-Plus participants.
- 14.2.2.6 CONTRACTOR shall not discriminate on the basis of race, gender, sexual orientation, or disability and that (WIC Section 16522.1 [a][1]) youth who were wards of

the court as described in Welfare and Institutions Code Section 602 and youth receiving psychotropic medications shall be eligible for consideration in the program and shall not be automatically excluded due to these factors.

- 14.2.2.7 CONTRACTOR shall ensure that the participants are allowed the greatest amount of freedom to prepare them for self-sufficiency.
- 14.2.2.8 CONTRACTOR shall ensure that the participants have the right to be free from arbitrary or capricious rules; the right to appeal any loss of benefits or services before they are suspended (unless imminent physical harm to someone would result); the right to a grievance procedure.
- 14.2.2.9 CONTRACTOR shall ensure that the participant's right to confidentiality is respected. This right applies to the dissemination, retrieval and acquisition of identifiable information. The CONTRACTOR shall not release information about a participant's receipt of services without a written release of information from the participant.
- 14.2.2.10 CONTRACTOR shall ensure that the participant's right to privacy is respected. Information shall be requested from the participant only when the information is specifically necessary for the provision of services. Participants shall not be required to supply information as a condition of obtaining services without written documentation verifying the necessity of the information.
- 14.2.2.11 CONTRACTOR shall determine the THP-Plus services needed to meet the needs of the potential THP-Plus participant based upon the STEP-TILP and other supporting documentation;
- 14.2.2.12 CONTRACTOR shall conduct a pre-placement orientation and interview with the potential THP-Plus participant. The applicant must provide the following documents during the interview if applicable: 1) birth certificate; 2) social security card; 3) alien registration; 4) high school diploma; 4) Medi-Cal card; 5) ILP certificate; and 6) current pay stub if employed.

- 14.2.2.13 CONTRACTOR shall schedule a pre-placement site visit for the potential THP-Plus participant if he/she agrees to consider admission with the CONTRACTOR;
- 14.2.2.14 CONTRACTOR shall request information regarding any known or suspected dangerous behavior of the referred THP-Plus participant(s);
- 14.2.2.15 CONTRACTOR shall immediately notify the Program Manager verbally if it is determined that the admission would be suitable for the potential THP-Plus participant and whether or not the potential participant agrees.
- 14.2.2.16 CONTRACTOR shall not admit any participant into the Program without prior approval from the CPM.
- 14.2.2.17 CONTRACTOR shall confirm the suitability of admission by verbally notifying the CPM at least five (5) business days prior to the THP-Plus participant's move-in date.
- 14.2.2.18 If the participant decides not to accept services of CONTRACTOR, CONTRACTOR shall notify the COUNTY Program Manager in writing.
- 14.2.2.19 CONTRACTOR shall complete for each THP-Plus participant within one day of move-in, the following:
- a. Move-In Agreement (Exhibit A-3) signed by the THP-Plus participant;
  - b. Furniture/Appliance Inventory Form (Exhibit A-12) signed by the THP-Plus participant;
  - c. Unit Verification Form (Exhibit A-27);
  - d. Orientation Checklist (Exhibit A-14).
  - f) CONTRACTOR'S policies/procedures/rules.

The above forms shall be signed by the participant and the CONTRACTOR and filed in the Participant's Record Folder.

- 14.2.2.20 Within one day of move-in, the CONTRACTOR shall provide the THP-Plus participant with: (1) an orientation as described in the written orientation plan; (2) copies of

the CONTRACTOR'S policies/procedures/rules; (3) THP-Plus requirements; (4) DCFS Grievance/Appeals Processes (Exhibit A-5 and A-8); (5) required supportive services/trainings; and (6) copies of the signed and dated Orientation Checklist (Exhibit A-14).

14.2.2.21 CONTRACTOR shall assess each participant within seven (7) days of admission and every twelve (12) months thereafter using the Ansell-Casey Life Skills Assessment (Exhibit A-34). CONTRACTOR shall incorporate the assessment results into the participant's goals and training.

14.2.2.22 CONTRACTOR shall assist youth with obtaining the following items if they don't have in their possession:  
1) birth certificate; 2) social security card; 3) alien registration; 4) high school diploma, and 5) Medi-Cal card.

14.2.2.23 CONTRACTOR shall assist the participants in developing a consistent relationship with a caring adult.

### 14.2.3 Supplies and Services

#### 14.2.3.1 Personal and Household Items

CONTRACTOR shall complete the Personal/Household Item Inventory (Exhibit A-28) to assess each participant's needs at the time of move-in. CONTRACTOR shall provide each participant with any items that are needed. The items include but are not limited to: toiletries; cookware; dinnerware; utensils; small appliances including a microwave oven; household cleaning supplies; towels and linens; etc.

CONTRACTOR shall allow the participant's to keep the items following completion of the program.

If the participant(s) are residing in a single-family residence and are sharing household items, CONTRACTOR shall re-assess each participant at the time of exit from the program and provide any of the items listed on the Personal/Household Item Inventory (Exhibit A-28).

#### 14.2.3.2 Food Stipend

CONTRACTOR shall provide THP-Plus participant(s) a monthly stipend to purchase a variety and sufficient amount of nutritious foods and beverages. The stipend shall be in the minimum amount of \$150.00 for individuals and \$200.00 for parenting participants. The stipend may be provided in the form of a gift card or gift certificate.

14.2.3.2.1 CONTRACTOR may provide a stipend in the minimum amount of \$75.00 for individuals, and \$125.00 for parenting participants, during the admission month if the participant(s) is admitted after the 15<sup>th</sup> of the month.

14.2.3.2.2 CONTRACTOR may begin providing the food stipend during the second month of admission if the participant received a food stipend from their Transition Coordinator or another transitional housing program during their admission month. CONTRACTOR shall maintain documentation in the participant(s) case record folder.

14.2.3.2.3 CONTRACTOR shall obtain receipts for the purchases made with the monthly food stipend to ensure that no alcoholic beverages or tobacco products are purchased. CONTRACTOR shall also ensure that the food stipend (s) is not exchanged for cash or lottery tickets. The receipts shall be maintained in the participant's record folder. CONTRACTOR may purchase gift cards/certificates that prohibit these items.

14.2.3.2.4 CONTRACTOR may decrease the food stipend by \$25.00 the following month and \$50.00 the second month if the participant fails to provide receipts for items purchased. CONTRACTOR shall inform the participants at admission of the possible decrease in the food stipend and obtain their signature. CONTRACTOR shall not decrease the food stipend more than \$50.00.

#### 14.2.3.3 Employment and School Items

CONTRACTOR shall provide any items that the participant requires to start and/or maintain employment or schooling. The items include but are not limited to: uniforms; books and supplies, etc.

CONTRACTOR is not required to provide any items that will or have been provided by the Transition Coordinator or another resource. CONTRACTOR shall document in the participant's record folder the date the item(s) were provided to the participant.

#### 14.2.3.4 Monthly Bus Pass

CONTRACTOR shall provide each THP-Plus participant with a monthly bus pass.

14.2.3.4.1 If the participant(s) has an operable automobile, CONTRACTOR has the option of not providing a bus pass. CONTRACTOR shall document in the participant's case record if the bus pass is not provided.

14.2.3.4.2 If the participant(s) automobile becomes inoperable at any time during the month, CONTRACTOR shall provide the participant(s) with a bus pass.

#### 14.2.3.5 Emancipation Savings Fund

CONTRACTOR shall maintain an emancipation fund into which a minimum of \$50.00 is deposited from Contractor monthly for each participant from the placement rate. The funds shall be deposited on behalf of the participant in an interest bearing savings account in any bank or savings account at an FDIC insured institution of the participants' choice. The principal and interest shall be distributed to the participant at the time of exit from the program, or earlier if approved by the CPM. If the participant has an emergent discharge from the program, CONTRACTOR shall distribute the funds to the participant within five (5) business days. CONTRACTOR shall maintain documentation of all funds retained and issued to the participant in the participant's record folder.

CONTRACTOR may maintain one savings account for all participants, but must ensure that the interest is calculated accordingly for each participant.

14.2.3.5.1 CONTRACTOR shall not prorate the Emancipation Savings fund for any participant who is admitted later than the first day of the month.

14.2.3.5.2 If a participant exits the program without collecting their Emancipation Savings Fund, CONTRACTOR shall ensure that the savings remain in an open savings account.

14.2.3.6 Child Care

CONTRACTOR shall assist each THP-Plus participant with an infant or child(ren), with obtaining childcare assistance if needed. Costs for childcare assistance shall not be paid with THP-Plus funds.

14.2.3.7 Medical and Dental Services

If medical or dental services are needed by the participants, these services shall be provided by a medical or dental professional who is a Medi-Cal participant or an appropriately licensed (or otherwise legally operating – e.g. COUNTY) clinic or adult day health center that may offer services off-site or through a home visit program, including services which are made available on a regularly scheduled basis on-site.

14.2.3.8 Individual and Group Counseling

CONTRACTOR shall ensure that participants receive individual and group counseling sessions if needed. The counseling may be provided directly by the CONTRACTOR or by a community agency.

14.2.3.9 Crisis Intervention and Support

CONTRACTOR shall ensure that participants receive 24-hour crisis intervention and support.

#### 14.2.3.10 Visitation

CONTRACTOR shall ensure that case management staff conduct weekly face-to-face visits with each participant. Case management staff shall conduct additional visits if needed. CONTRACTOR shall maintain documentation of each visit in the participant's record folder.

#### 14.2.4 Supportive Transitional Emancipation Program Transitional Independent Living Plan (STEP-TILP) Exhibit A-17:

14.2.4.1 CONTRACTOR shall work with the COUNTY designee to assist each participant with developing a STEP-TILP within seven (7) days of the participants admission. CONTRACTOR shall collaborate with COUNTY, social workers/probation officers, Transition coordinators, One-Stop Career Centers, and other agencies and programs to provide support and services to enable the participants to complete the goals outlined in the STEP-TILP. The STEP-TILP must be mutually agreed upon by the participant and the COUNTY designee.

14.2.4.2 CONTRACTOR shall ensure that the participant's actively pursue the goals of their STEP-TILP as a condition of participation. CONTRACTOR shall inform the CPM when changes need to be made on the STEP-TILP that affects changes in address, living circumstances, education, career, and training programs.

14.2.4.3 CONTRACTOR shall ensure that the participants are given a choice regarding what services to access and the location of services (on-site or off-site), as long as the goals of the STEP-TILP are being met.

14.2.4.4 CONTRACTOR shall work with the participant and COUNTY designee to review and update the STEP-TILP at least annually or more often as needed to reflect necessary changes.

#### 14.2.5 Participant Employment and Education:

14.2.5.1 CONTRACTOR shall ensure that all participants are employed, or employed and attending school. All THP–

Plus participants shall be employed full-time or attending school and employed part-time.

- 14.2.5.2 If the participant is not employed at the time of move-in or becomes unemployed he/she must obtain employment within sixty (60) days. CONTRACTOR shall complete the Employment Plan for Unemployed Participants (Exhibit A-31) for any unemployed participant. If a participant fails to obtain employment within sixty (60) days, CONTRACTOR shall obtain approval from the CPM for the participant to remain in the program.
- 14.2.5.3 Participants shall save at least thirty percent (30%) of their net monthly earnings during months 1-6 of their participation, at least forty (40%) during months 7-12 and at least fifty percent (50%) during months 13-24. CONTRACTOR may collect the savings as the participants rental payment. CONTRACTOR may require that the participants initially save more than 30% or 40% of their earnings. CONTRACTOR shall never request that the participants save more than 50% of their earnings, but may encourage the participants to save more.
- 14.2.5.4 CONTRACTOR shall ensure that THP-Plus participants' savings are deposited in an interest bearing savings account in any bank or savings account at an FDIC insured institution of the participants' choice. The principal and interest shall be distributed to the participant when he/she leaves the program, or earlier if approved by the CPM. CONTRACTOR shall maintain documentation of all funds saved in the participant's record folder. CONTRACTOR may maintain one savings account for all participants, but must ensure that the interest is calculated accordingly for each participant.
- 14.2.5.5 If a participant fails to obtain and/or maintain employment, CONTRACTOR shall discuss with the COUNTY Program Manager the participant's possible discharge from the program.
- 14.2.5.6 CONTRACTOR shall provide educational advocacy and support with the goal of each participant obtaining a high school diploma, GED, or High School Proficiency prior to graduation from the program.

14.2.5.7 CONTRACTOR shall encourage participants to seek college or other post-high school training to better prepare for the future. CONTRACTOR shall assist participants in applying for college or trade school admission, and for scholarships and grants for which they may be eligible.

14.2.5.8 If a participant exits the program without collecting their THP-Plus savings, CONTRACTOR shall attempt to locate the participant for one year. CONTRACTOR shall contact the participant's discharge address, relatives/caring adults, previous employer, or through the internet, etc. in an attempt to locate the participant. If the CONTRACTOR has not located the participant after one year, the funds shall be returned to the DCFS Transitional Housing Program Donation Account at the following address:

DCFS Transitional Housing Program  
3530 Wilshire Blvd. 4<sup>th</sup> Floor  
Los Angeles, CA 90010

CONTRACTOR shall maintain documentation of their attempts to locate the participant in their record folder.

#### 14.2.6 Monthly Monetary Provision

14.2.6.1 CONTRACTOR shall ensure that each unemployed THP-Plus participant with no other source of income including any government assistance and/or entitlements, receives a monthly monetary provision in the amount of \$75.00 for individuals and \$100.00 for parenting participants to provide for: (1) laundry/dry-cleaning, (2) toiletries, (3) cleaning supplies, and (4) miscellaneous items. CONTRACTOR shall provide the monthly monetary provision for a maximum of two months. CONTRACTOR shall retain documentation of all monies given to each participant.

14.2.6.2 CONTRACTOR shall require the THP-Plus participant to provide receipts for purchases made with their monetary provision.

14.2.6.3 If the participant is actively seeking but is unable to secure employment after sixty days, the CONTRACTOR

shall discuss extending the Monetary Provision with the COUNTY Program Manager.

#### 14.2.7 Participant Training/Services

14.2.7.1 CONTRACTOR shall provide ongoing activities/training to THP-Plus participants in the following areas:

14.2.7.1.1 Transportation Training: Training topics shall include, but are not limited to: (1) obtaining bus tokens, passes, and routing discounts; (2) obtaining a driver's license; (3) purchasing, registering, licensing, insuring, maintaining, and selling cars; and (4) using light rail, subway, and bus systems throughout Los Angeles County.

14.2.7.1.2 Maintenance of Personal Items: Training topics shall include: (1) how to launder and replace towels, sheets, blankets and bedspreads; (2) how to replace, launder, mend, and dry-clean clothing; and (3) how to effectively manage and replace personal care items.

14.2.7.1.3 Living Unit Upkeep and Maintenance: Training topics shall include information as well as "hands-on" experience on: (1) how to properly maintain the THP-Plus participant's living unit in a safe and clean condition (sweeping, mopping, dusting, window cleaning, furniture maintenance, proper maintenance of bathroom and kitchen, etc.); (2) how to safely and effectively use various household cleaners and chemicals, and (3) how to prepare for earthquakes, fire, floods, or other disaster.

14.2.7.1.4 Nutrition and Food Management, Storage, and Preparation: Training topics shall include, at minimum: (1) proper nutrition and food preparation; (2) food shopping including comparison shopping and using coupons; (3) food storage health and safety regulations; (4) special diets for THP-Plus participants and his/her child(ren) who require them.

14.2.7.1.5 Money Management Skills Training: Training topics shall include, but not be limited to: (1) credit—what it is, how to get it, how to keep it, and how to get a credit report; (2) consumer information; (3) budgeting; (4) entertainment costs; (5) consumer fraud and scams; (6) income taxes, including information on the Earned Income Tax Credit (EITC); (7) financing, loans, and computing interest; (8) educational/ vocational loans and grants; (9) identity theft; and (9) information about life/health insurance and retirement funds, and U.S. savings bonds.

14.2.7.1.5.1 CONTRACTOR shall train participants how to budget for living expenses such as rent, utility bills, household maintenance expenses, etc.

14.2.7.1.5.2 CONTRACTOR shall provide each THP-Plus participant a copy of the monthly utility bills associated with their living unit and use the copies as a training tool to enhance the participant's understanding of what will be expected of them upon completion of the program and to understand the importance and benefits of energy conservation. Under no circumstances are participants expected to pay for utilities.

14.2.7.1.6 Checking and Savings Accounts: Training topics shall include the nature and types of checking and savings accounts, the benefits of each, and fees for services. The training shall also include assisting the THP-Plus participant to actually establish and manage a FDIC savings account(s) of the participant's choice. If a participant requests, the CONTRACTOR shall also assist the

participant in establishing a FDIC insured checking account of the participant's choice.

14.2.7.1.7 Legal Rights and Community Resources:

Training topics shall include: (1) THP-Plus participant's legal rights, responsibilities, and legal aid resources; (2) how to search for an apartment and complete a rental application; (3) the landlord/tenant relationship, legal contracts, and fair housing laws; (4) privacy rights; (5) college and dormitory living; (6) health and life insurance costs and benefits; (7) social services agencies and the services they provide; and (8) other available community resources.

14.2.7.1.8 Medical and Dental Care Training:

Training topics shall include how to receive adequate medical care while participating in the THP-Plus program and after completion. The training shall include, but not be limited to, the following topics: (1) Applying for Medi-Cal and Medi-Cal card [please see Exhibit A-32]; (2) obtaining medical insurance; (3) accessing routine medical care and emergency medical treatment procedures; (4) First Aid and age-appropriate CPR training from qualified persons for participants with a child(ren) residing in the living unit; (5) minor health treatment training that includes minor physical aches and pains, minor illnesses such as colds, fevers, pre-existing conditions not requiring a physician and when to seek professional medical care; and (6) proper dental care and oral hygiene training including how to find a dentist for routine or emergency dental care.

14.2.7.1.9 Socialization Skills and Self-Esteem:

Training topics shall include, but are not be limited to, developing: (1) socially acceptable behavior and strategies for communicating with the landlord, school counselors, teachers, retailers, and the general public; (2) self-esteem; and (3) cultural awareness, including the knowledge of his/her ancestry;

14.2.7.1.10 Goal Setting Training: Training shall be provided on goal setting and achievement that are appropriate to the developmental level of the THP- Plus participant including the areas of education, career/vocation, and personal and social life;

14.2.7.1.11 Employment: CONTRACTOR shall provide THP-Plus participants with the skills and experiences that enable them to obtain and retain employment. Training shall include, but is not be limited to, the following: (1) job search methods; (2) interview techniques; (3) job training opportunities; (4) dressing for an interview; (5) job retention strategies; (6) information on various jobs, their descriptions and requirements; and (7) registration, career assessments and information on services available at the local One-Stop Career Center (One-Stop), local Workforce Investment Act (WIA) Agencies, and Transitional Resource Centers.

14.2.7.1.11.1 Hands-on training shall include, but not be limited to, the following:

- (1) completing a master application;
- (2) writing and updating a resume;
- (3) writing a cover letter;
- (4) participating in mock interviews;
- (5) researching a career or vocation that interests the THP-Plus participant; and (6) visiting the local One-Stop.

14.2.7.1.11.2 CONTRACTOR shall also contact the DCFS Employment Coordinator at (213) 351-0100 when seeking employment for THP-Plus participant.

14.2.7.1.12 Housing: CONTRACTOR shall work diligently with THP-Plus participant's to ensure that each participant has secured affordable housing in accordance with

participant's STEP-TILP. Training shall include, but not be limited to, the following:

- (1) completing a rental application;
- (2) establishing and maintaining good credit;
- (3) contacting the Los Angeles Housing Authority;
- (4) Section 8 housing;
- (5) finding areas with rent control;
- (6) being a good tenant;
- (7) one's rights as a tenant;
- (8) local and federal programs and subsidies to purchase housing; and
- (9) homeless assistance and programs;
- (10) locating and living with a roommate;
- (11) roommate mediation.

14.2.7.1.13 Mental Health and/or Substance Abuse Services: CONTRACTOR shall assist THP-Plus participants with receiving mental health and/or substance abuse services, which include but are not limited to the following:

14.2.7.1.13.1 Assessment for the purpose of identifying the level of the participant's mental health and/or substance abuse needs, and the appropriate level of treatment. The THP-Plus Social Worker will refer participants for an assessment when required.

14.2.7.1.13.2 Treatment and rehabilitation services that include counseling, as necessary to overcome mental health and/or substance abuse barriers to employment.

14.2.7.1.13.3 If a participant wishes to seek and obtain treatment services without disclosure to the Department, this arrangement may be kept confidential between the participant and the treatment provider, however such treatment may not be counted as a THP-Plus activity.

- 14.2.7.2 CONTRACTOR shall provide each THP-Plus participant with a 5-inch, 3-ring binder with tabbed dividers to save training information.
- 14.2.7.3 CONTRACTOR shall provide additional monthly training/support for THP-Plus participants that are deficient in any areas identified by the participant or CONTRACTOR that are necessary for him/her to achieve the goals in the STEP-TILP or recorded in the THP-Plus participant record folder.
- 14.2.7.4 CONTRACTOR shall maintain training records that include but are not limited to the following: 1) name, title and credential of trainer; 2) date of training; 3) verification of attendance. A copy of the training records shall be maintained in each participant's Record Folder.
- 14.2.7.5 CONTRACTOR shall provide not less than two 60-minute (individual or group) training session per month. Training sessions shall be rotated so that all subjects are covered in any 12-month period. Training curricula/lesson plans must be in writing, must be standardized for all THP-Plus participants, and must be available for audit and inspection by the COUNTY upon request. The training shall be conducted by paraprofessionals, case management staff and/or knowledgeable members in the community appropriate for the subject matter, such as, but not limited to, local legal aid organizations, Housing Authority, or financial institution staff. The CONTRACTOR shall provide each participant written instructions/information for each training session, and whenever possible, include "hands-on" experience.

### 14.3 Participant Satisfaction Survey:

Contractor shall ensure that each THP-Plus participant is provided a Satisfaction Survey (Exhibit A-30) for completion prior to discharge from the Program. Copies of the completed surveys shall be returned to the CPM for review.

#### 14.4 Discharge of a THP-Plus Participant

- 14.4.1 Unless a THP-Plus participant is a danger to himself or others, the CONTRACTOR shall make every attempt to stabilize situations that might lead to the participant's discharge.
- 14.4.2 If it appears that the situation cannot be resolved without discharge of the THP-Plus participant, the COUNTY and CONTRACTOR shall agree upon the plan of action, and the CONTRACTOR shall submit this plan in writing to the County Program Manager within three (3) business days.
- 14.4.3 CONTRACTOR shall document in the THP-Plus participant's record folder the participant's failure to comply with the rules and regulations of the program. The documentation shall include the time, date, parties involved and a detailed summary of the non-compliance.
- 14.4.4 CONTRACTOR shall develop an exit plan to ensure that the participant has alternate housing prior to discharge. Documentation of the exit plan shall be maintained in the participant's record folder.
- 14.4.5 When a THP-Plus participant is discharged, CONTRACTOR shall ensure that the participant's clothing and personal belongings accompany him/her.
- 14.4.6 If the participant is a danger to him/herself or others and requires an immediate discharge, the CONTRACTOR shall notify the COUNTY Program Manager immediately by telephone or by 9:00 A.M. the next business day if discharge occurs at night, or on the weekend, and in writing within two business days. The written report must include a detailed summary of the participant's discharge.

#### 14.5 Grievance and Appeal Processes (Exhibits A-5 through A-10)

- 14.5.1 CONTRACTOR shall develop grievance and appeal processes to be included in their provider plan, and ensure that each participant is informed of the processes during the Program Orientation.
- 14.5.2 CONTRACTOR shall ensure that each participant is informed of the DCFS grievance and appeal processes (Exhibits A-5 and A-8), and is provided forms to acknowledge receipt of the processes and procedures (Exhibits A-7 and A-10), and the location to send the grievance or appeal forms.

14.5.3 THP–Plus participants who have received a notice of program violation and infraction or discharge will be given the right to grieve or appeal such decision. CONTRACTOR shall attempt to resolve all participant grievances and appeals and maintain documentation in the participant record folder. If the grievance/appeal is not resolved utilizing the CONTRACTOR’S processes, the participant has 5 business days to file a DCFS Notice of Grievance Request (Exhibit A-6), or a Notice of Appeal Request (Exhibit A-9).

14.5.4 Participants must send the Notice of Grievance Request or the Notice of Appeal Request and supporting documentation to the Grievance/Appeals Committee Coordinator:

Emancipation Ombudsman  
DCFS Transitional Housing  
3530 Wilshire Blvd., 4<sup>th</sup> Floor  
Los Angeles, CA 90010

#### 14.6 Permanent Housing Locator Assistance

14.6.1 CONTRACTOR shall assist each participant with obtaining permanent housing prior to completion of the program. Permanent Housing Locator Activities shall include but are not limited to the following: 1) locating permanent rental housing; and 2) negotiating the rental agreement with the landlord.

14.6.2 CONTRACTOR shall attempt to locate permanent housing with costs that do not exceed 30% of the participant’s gross income.

14.6.3 CONTRACTOR shall document all Housing Locator activities in the participant’s case record.

#### 14.7 Mentoring

14.7.1 CONTRACTOR shall provide adult mentors to follow the participants during participation in the program and for a minimum of six months following completion of the program. Mentoring activities shall include but are not limited to the following: 1) academic tutoring; 2) career and professional guidance; and 3) college/higher education guidance. Mentoring activities shall be documented in the participants’ case record.

14.7.2 CONTRACTOR may develop an In-House mentoring program or collaborate with an established mentoring organization at their own expense.

14.7.3 CONTRACTOR shall support the participants in identifying their own mentors by evaluating permanent caring and committed adult relationships (e.g. former foster parents, relatives, etc.) and their willingness and ability to serve as mentors.

#### 14.8 Aftercare and Tracking

14.8.1 CONTRACTOR shall use the Follow-Up Survey (Exhibit A-22) to track the progress of THP-Plus participants for two (2) years after the participant leaves the Program. The participant's shall be assessed at six months, one year and two years after leaving the program.

14.8.2 CONTRACTOR shall conduct support groups and provide referrals to community resources. CONTRACTOR shall maintain documentation including the dates and times support groups are conducted.

14.8.3 CONTRACTOR shall offer incentives to participants to encourage their participation in post program assessments and outcomes.

#### 14.9 Success Stories

CONTRACTOR shall report success stories annually in writing on current/former THP-Plus participants that have achieved personal or professional goals to the COUNTY Program Manager. The CONTRACTOR shall include, if possible, documentation (copies of certificates, awards, or newspaper articles) for achievements in school, the community, employment, promotions, receiving educational/vocational scholarships, obtaining a post-secondary or vocational degree/certificate, completing an apprentice program, etc.

### **15.0 QUALITY ASSURANCE PLAN**

15.1 CONTRACTOR shall establish and maintain a Quality Assurance Plan (QAP) to assure the requirements of the contract are met. The QAP shall be submitted to the CPM within thirty (30) days of the contract start date and as changes occur.

15.2 The CPM will review the CONTRACTOR'S QAP and provide the CONTRACTOR with approval of said plan or with requested changes. If the CPM request changes in the CONTRACTOR'S QAP, the CONTRACTOR shall make such changes and resubmit the plan for approval within five (5) business days.

15.3 The QAP and any revisions thereto shall include, but not be limited to, the following:

15.3.1 Methods used to insure that the quality of service performed fully meets the performance requirements set forth in the Statement of Work. CONTRACTOR shall include methods for identifying and preventing deficiencies in the quality of service performed before the level of performance becomes unacceptable.

15.3.2 If CONTRACTOR'S performance requirements are not met, the CPM may call CONTRACTOR, send CONTRACTOR a User Complaint Report (UCR), Exhibit A-33, or both. CONTRACTOR shall respond to a call within one hour and respond to a UCR within twenty-four (24) hours of receipt. All performance requirement issues will be reported to the CPM.

15.3.3 Methods for insuring uninterrupted service to COUNTY in the event of a strike by CONTRACTOR'S employees or any other potential disruption in service.

15.3.4 CONTRACTOR shall not utilize any employee or Subcontractor whose work has been deemed deficient and unacceptable by the CPM.

## **16.0 QUALITY ASSURANCE MONITORING**

The CPM, or other personnel authorized by the COUNTY, will monitor CONTRACTOR'S performance under this contract using the quality assurance plan specified in this Statement of Work. All monitoring will be conducted in accordance with Part II, Section 23.0, COUNTY'S Quality Assurance Plan, of the Contract.

**PROVIDER PLAN**

(Individualized Plans to be placed with Contractor's Contract)

# THP-Plus Transitional Age Youth Housing Application

3530 Wilshire Blvd. 4<sup>th</sup> Floor  
Los Angeles, CA 90010  
(213) 351-0100

General Information

Name: \_\_\_\_\_ Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Home Phone: (    ) \_\_\_\_\_ - \_\_\_\_\_ Work Phone: (    ) \_\_\_\_\_ - \_\_\_\_\_

Cell/Pager #: (    ) \_\_\_\_\_ - \_\_\_\_\_ E-Mail: \_\_\_\_\_

Date of Birth: \_\_\_\_/\_\_\_\_/\_\_\_\_ Age: \_\_\_\_\_ Social Security Number: \_\_\_\_ - \_\_\_\_ - \_\_\_\_\_

Gender: M / F (Circle One) Primary Language: \_\_\_\_\_

Are you an emancipated foster care youth?  Yes  No

If yes, what was the date you emancipated from foster care? \_\_\_\_/\_\_\_\_/\_\_\_\_

Are you presently Homeless?  Yes  No If yes, for how long? \_\_\_\_ Yrs \_\_\_\_ Mos

Do you have children?  Yes  No If yes, how many children do you have? \_\_\_\_\_

Do you have a California ID/Driver's License?  Yes  No

Parent/Guardian/Information

Name: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Home Phone: (    ) \_\_\_\_\_ - \_\_\_\_\_ Work Phone: (    ) \_\_\_\_\_ - \_\_\_\_\_

Referral/Agency Source

Name of person who referred you to transitional housing: \_\_\_\_\_

Relationship: \_\_\_\_\_ Agency: \_\_\_\_\_

Work Phone: (    ) \_\_\_\_\_ - \_\_\_\_\_ E-Mail: \_\_\_\_\_

Education

Circle Highest Grade Completed:

Elementary: 5 /6                      Junior High: 7 / 8                      High School: 9 / 10/ 11/ 12

Last School Attended: \_\_\_\_\_

Do you have an Individual Education Plan? \_\_\_Yes \_\_\_No

Do you possess one of the following?  High School Diploma  GED  N/A

Date of High School Graduation: \_\_\_/\_\_\_/\_\_\_ Date Passed GED: \_\_\_/\_\_\_/\_\_\_

Last College/Trade School Attended: \_\_\_\_\_ Units Completed: \_\_\_\_\_

Employment/Financial Information

Are you presently employed?  Yes  No                      If yes, is it? Part Time  Full Time

How many hours per week do you work? \_\_\_\_\_

Name of Employer: \_\_\_\_\_

Address: \_\_\_\_\_ City: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Supervisor: \_\_\_\_\_ Supervisor's Phone #: (    ) \_\_\_\_\_ - \_\_\_\_\_

Date Hired: \_\_\_/\_\_\_/\_\_\_ Hourly Salary \$\_\_\_\_\_ Monthly Salary: \$\_\_\_\_\_

Name and Description of Position: \_\_\_\_\_

\_\_\_\_\_

If not employed, what is your primary source of income:  General Relief  
 Social Security Insurance  No Income  Other (explain): \_\_\_\_\_

Do you have a savings account  Yes  No Balance? \_\_\_\_\_

Do you have a checking account  Yes  No Balance? \_\_\_\_\_

Medical/Psychiatric/ Substance Abuse History

Do you have Medi-Cal?  Yes  No Do you have private insurance?  Yes  No

Doctor's Name: \_\_\_\_\_ Phone #: ( ) \_\_\_\_ / \_\_\_\_

Dentist's Name: \_\_\_\_\_ Phone #: ( ) \_\_\_\_ / \_\_\_\_

Please list any medical conditions past or present:  
\_\_\_\_\_  
\_\_\_\_\_

Please list any mental health issues past or present:  
\_\_\_\_\_  
\_\_\_\_\_

Please list any prescribed medications that you are presently taking: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Have you ever been hospitalized? If so, please explain: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Do you presently use alcohol?  Yes  No If yes, how often? \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Do you presently use drugs?  Yes  No If yes, what types and how often do you use them? \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Do you smoke cigarettes?  Yes  No

Legal/Gang History

Have you ever been arrested or convicted for a misdemeanor or felony?  Yes  No

If yes, please explain the nature of the incident? \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Are you presently on Probation/Parole?  Yes  No

If yes, please provide the name and contact number of your Probation/Parole Officer:  
 \_\_\_\_\_

Are you now or were you ever affiliated with a gang?  Yes  No

If yes, what gang? \_\_\_\_\_

Life Skill Knowledge

Do you know how to cook?  Yes  No

If yes, please give an example of a well-balanced meal you know how to cook? \_\_\_\_\_  
 \_\_\_\_\_

Do you know how to clean?  Yes  No

If yes, please describe how would you clean a kitchen? \_\_\_\_\_  
 \_\_\_\_\_

Have you ever had a roommate?  Yes  No

If yes, was the experience positive or negative? (explain): \_\_\_\_\_  
 \_\_\_\_\_

Do you feel you know how to manage your money?  Yes  No

- Do you make and adhere to a monthly budget?  Yes  No
- Do you pay bills on time?  Yes  No
- Do you own credit cards?  Yes  No
- Do you owe money on school loans?  Yes  No

Do you know how to use Public Transportation?  Yes  No



**TRANSITIONAL HOUSING PROGRAM – PLUS**  
**MOVE - IN AGREEMENT**

Name: \_\_\_\_\_ DOB: \_\_\_\_\_

Case #: \_\_\_\_\_ DCFS \_\_\_\_\_ Probation \_\_\_\_\_

Contractor: \_\_\_\_\_

Move In Address: \_\_\_\_\_  
\_\_\_\_\_  
City State Zip Code

Date of Move – In: \_\_\_\_\_

Expected Date of Program Completion: \_\_\_\_\_

I understand that I must be employed within 60 days of move-in and that if I am not employed I may be asked to exit THP – Plus. If I am unemployed I must show serious efforts and provide documentation to gain employment.

I understand that I must also cooperate with all program rules including attending training sessions and meeting with my case manager.

I understand that I am liable for damages that exceed normal wear and tear to the living quarters, furniture and appliances.

\_\_\_\_\_  
Participant's Name Signature Date

\_\_\_\_\_  
Case Manager's Name Signature Date

**Exhibit A4**

**Los Angeles County Department of Children & Family Services/Department of Probation  
Authorization for Release of Information**

**CLIENT'S INFORMATION (Please Print – to be filled out by client only)**

Name: \_\_\_\_\_ Date of Birth: \_\_\_\_\_ Age: \_\_\_\_\_  
Address: \_\_\_\_\_ Social Security Number: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
Phone Number: \_\_\_\_\_

I, \_\_\_\_\_ hereby authorize the Los Angeles County Department of Children and Family Services (DCFS) and/or Department of Probation (Probation) to release my foster care status to the agency listed below. I also authorize the agency listed below to release my case information to DCFS and/or Probation. This information is to be used solely for the purpose of securing emergency, transitional or permanent housing, statistical purposes, ensuring delivery of service, and program goal compliance.

\_\_\_\_\_  
Client's Signature Date

**AGENCY INFORMATION (Please Print)**

Agency Name: \_\_\_\_\_  
Agency Address: \_\_\_\_\_  
Phone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_  
Employee Name: \_\_\_\_\_ Employee Title: \_\_\_\_\_

I, \_\_\_\_\_, an employee of \_\_\_\_\_, hereby agree to solely utilize the information obtained from the Los Angeles County Department of Children and Family Services (DCFS), Emancipation Services Staff and/or Department of Probation for the purpose of assisting the aforementioned youth/client in securing emergency, transitional or permanent housing and for agency program monitoring, statistics, and delivery of service compliance.

\_\_\_\_\_  
Employee's Signature Date

**TO BE COMPLETED BY LA COUNTY DCFS EMANCIPATION SERVICES/DEPT. OF PROBATION STAFF  
OR LA COUNTY DEPENDENCY/DELINQUENCY COURT STAFF ONLY**

The above mentioned client is an emancipated foster youth from either the Los Angeles County Department of Children and Family Services or Department of Probation.

Yes \_\_\_\_\_ No \_\_\_\_\_

Case Termination Date \_\_\_\_\_ ILP Eligible Yes \_\_\_\_\_ No \_\_\_\_\_

The client is between the ages of 18 and 21 years of age. Yes \_\_\_\_\_ No \_\_\_\_\_

\_\_\_\_\_  
DCFS/PROBATION/COURT OFFICER Name

\_\_\_\_\_  
DCFS/PROBATION/COURT OFFICER Signature Title Date

**LOS ANGELES COUNTY  
DEPARTMENT OF CHILDREN AND FAMILY SERVICES  
TRANSITIONAL HOUSING PROGRAM – PLUS**

**GRIEVANCE PROCESS AND PROCEDURES**

Participants may file grievances regarding issues arising from program participation or treatment in the program. Following are the procedural steps for filing such a Grievance.

STEP 1: Participant must complete the attached Notice of Grievance form. The form must be filled out completely and clearly indicate why participants grounds from Grievance.

STEP 2: Following decision to file a Grievance or complaint, participant will be heard within five (5) calendar days.

STEP 3: Participant must attach any supporting documentation to the Notice of Grievance form. Supporting documents including any information or documentation participant feels would assist in determining the merit of the Grievance.

STEP 4: Participant must send the Notice of Grievance form and supporting documentation to the Grievance Committee Coordinator:

DCFS Transitional Housing Coordinator:  
Youth Development Services Ombudsman  
532 E. Colorado Blvd., 5<sup>th</sup> Floor  
Pasadena, CA 91101  
Office (626) 229-3583  
Fax (626) 397-9166

STEP 5: Within 10 business days following receipt of the Notice of Grievance, the Grievance Committee Coordinator will schedule a Grievance hearing and notify participant in writing when and where the review will be held. To ensure proper notification, mailing address and/or telephone number must be accurately completed on the Notice of Grievance form submitted.

If the participant fails to appear for the Grievance Committee hearing, then the Grievance Committee will base its decision on the supporting documentation provided by the Participant.

STEP 6: The Grievance Coordinator will notify the Agency staff of the Notice of Grievance Request within 24 hours and will request submission of copies of records and supporting documents of individuals who might be called for testimony.

STEP 7: Following the Grievance hearing, a decision will be rendered by the Grievance Committee within 3 business days. A Notice of Grievance Result form documenting the Grievance Hearing Committees decision will be forwarded to the Transitional Housing – Plus Program Manager and participant.

STEP 8: Grievance Committee will refer all unresolved grievances within 48 hours of the Grievance Hearing to an outside resolution services listed below:

Avis Ridley – Thomas  
Dispute Resolution Program  
City Hall  
200 N. Main St. East, 16<sup>th</sup> Floor  
Los Angeles, CA 90012  
(213) 485-8324

**TRANSITIONAL HOUSING PROGRAM – PLUS**  
**NOTICE OF GRIEVANCE REQUEST**

Name: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Telephone #: (\_\_\_\_) \_\_\_\_\_ Area Code      Message #: (\_\_\_\_) \_\_\_\_\_ Area Code

Reason for Grievance:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Agency Case Manager: \_\_\_\_\_

Supporting documents attached:       Yes       No

List supporting documents: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Participant's Signature \_\_\_\_\_ Date \_\_\_\_\_

Note: This form Notice of Grievance Request must be sent to:

Emancipation Ombudsman  
DCFS Transitional Housing  
3530 Wilshire Blvd., 4<sup>th</sup> Floor  
Los Angeles, CA 90010

**TRANSITIONAL HOUSING PROGRAM – PLUS  
ACKNOWLEDGEMENT OF RECEIPT OF GRIEVANCE POLICY**

I, \_\_\_\_\_ have received a copy of  
the THP – Plus Grievance Policy.

I have read and understand the aforementioned policy explaining my right to file  
a grievance regarding problems or issues I may have while in the program.

Participant Signature: \_\_\_\_\_

Date received: \_\_\_\_\_

**LOS ANGELES COUNTY  
DEPARTMENT OF CHILDREN AND FAMILY SERVICES**

**TRANSITIONAL HOUSING PROGRAM – PLUS**

**APPEALS PROCESS AND PROCEDURES**

Emancipated Youth who have received the maximum number of violations for program infractions and are subsequently given notification of Discharge from the program will be given the right to appeal such decision. Following are the procedural steps for filing an Appeal with the DCFS Transitional Housing Program Appeals Committee.

STEP 1: Following written notification of Discharge from the Agency, participant has 3-5 days to file and Appeal.

STEP 2: Participant must complete the attached Notice of Appeal form. The form must be filled out completely and clearly indicate why participant feels that Discharge from the Transitional Housing – Plus Program is unwarranted.

STEP 3: Participant must attach any supporting documentation to the Notice of Appeal form. Supporting documents include any information or documentation participant feels would assist in determining the merit of the Appeal.

STEP 4: Participant must send the Notice of Appeal form and supporting documentation to the Appeals Committee Coordinator:

DCFS Transitional Housing Coordinator  
Youth Development Services Ombudsman  
532 E. Colorado Blvd., 5<sup>th</sup> Floor  
Pasadena, CA 91101  
Office (626) 229-3583  
Fax (626) 397-9166

STEP 5: Within 10 business days following receipt of the Notice of Appeal, the Appeal Committee Coordinator will schedule an Appeal Review and notify participant in writing when and where the review will be held. To ensure proper notification, mailing address and/or telephone number must be accurately completed on the Notice of Appeal form submitted.

Failure to appear for a scheduled Appeal Committee Review will result in forfeiture of participants Appeals Rights and full enforcement and effect of the Discharge Notice as documented.

## EXHIBIT A-8

- STEP 6: The Appeals Coordinator will notify the Agency staff of the Notice of Appeal Request and will request submission of copies of records supporting the decision to discharge participant.
- STEP 7: The Agency Administrator will be informed of the date and time of the scheduled Appeals Review and asked to attend.
- STEP 8: Following the Appeals Review, a decision will be rendered by the Appeals Committee within 5 business days. A Notice of Appeal Result form documenting the Appeal Review Committees decision will be forwarded to the Transitional Housing – Plus Program Manager and participant. The Notice of Appeal Result will recommend Reinstatement with or without conditions or Denial of Appeal.
- STEP 9: Agency staff and participant will adhere to the decision rendered by the Appeals Review Committee.
- STEP 10: Participant will be reinstated with or without conditions or Discharged within 30 days.

**TRANSITIONAL HOUSING PROGRAM – PLUS**  
**NOTICE OF APPEAL REQUEST**

Name of Appealer: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Telephone #: (\_\_\_\_\_) \_\_\_\_\_ Message #: (\_\_\_\_\_) \_\_\_\_\_  
Area Code Area Code

Effective Discharge Date: \_\_\_\_\_

Reason for Discharge:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Agency Case Manager: \_\_\_\_\_

Reason(s) you feel you were unfairly discharged from the Transitional Housing – Plus Program: (Attach separate sheet if necessary)  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Supporting documents attached:  Yes  No

List supporting documents: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Participant's Signature \_\_\_\_\_ Date \_\_\_\_\_

Note: This form Notice of Appeal Request must be sent to:

Youth Development Services Ombudsman  
532 E. Colorado Blvd., 5<sup>th</sup> Floor  
Pasadena, CA 91101

**TRANSITIONAL HOUSING PROGRAM – PLUS**

**ACKNOWLEDGEMENT OF RECEIPT OF  
APPEAL PROCESS AND PROCEDURES**

I, \_\_\_\_\_ have received a copy of the  
Transitional Housing Program – Plus Appeal Process and Procedures Policy.

I have read and understand the aforementioned policy explaining my right to file an  
appeal regarding discharge from the program.

Participant Signature: \_\_\_\_\_

Date received: \_\_\_\_\_

EXHIBIT A-11

**INTENTIONALLY LEFT BLANK**

**TRANSITIONAL HOUSING PROGRAM – PLUS  
FURNITURE/APPLIANCE INVENTORY FORM**

**ADMISSION INVENTORY**     **QUARTERLY INVENTORY**     **EXIT INVENTORY**

Agency Name: \_\_\_\_\_ Date: \_\_\_\_\_

Participant's Name: \_\_\_\_\_

Unit Address: \_\_\_\_\_

ITEM	CONDITION	REPAIRED/REPLACED	DATE
1. Bed	<input type="checkbox"/> Good/Safe <input type="checkbox"/> Poor/Unsafe	<input type="checkbox"/> Yes <input type="checkbox"/> No	
2. Night Stand	<input type="checkbox"/> Good/Safe <input type="checkbox"/> Poor/Unsafe	<input type="checkbox"/> Yes <input type="checkbox"/> No	
3. Kitchen Table	<input type="checkbox"/> Good/Safe <input type="checkbox"/> Poor/Unsafe	<input type="checkbox"/> Yes <input type="checkbox"/> No	
4. Kitchen Chairs	<input type="checkbox"/> Good/Safe <input type="checkbox"/> Poor/Unsafe	<input type="checkbox"/> Yes <input type="checkbox"/> No	
5. Sofa	<input type="checkbox"/> Good/Safe <input type="checkbox"/> Poor/Unsafe	<input type="checkbox"/> Yes <input type="checkbox"/> No	
6. Coffee Table	<input type="checkbox"/> Good/Safe <input type="checkbox"/> Poor/Unsafe	<input type="checkbox"/> Yes <input type="checkbox"/> No	
7. End Table(s)	<input type="checkbox"/> Good/Safe <input type="checkbox"/> Poor/Unsafe	<input type="checkbox"/> Yes <input type="checkbox"/> No	
8. Stove	<input type="checkbox"/> Good/Safe <input type="checkbox"/> Poor/Unsafe	<input type="checkbox"/> Yes <input type="checkbox"/> No	
9. Refrigerator	<input type="checkbox"/> Good/Safe <input type="checkbox"/> Poor/Unsafe	<input type="checkbox"/> Yes <input type="checkbox"/> No	
10. Microwave	<input type="checkbox"/> Good/Safe <input type="checkbox"/> Poor/Unsafe	<input type="checkbox"/> Yes <input type="checkbox"/> No	
11. Other _____	<input type="checkbox"/> Good/Safe <input type="checkbox"/> Poor/Unsafe	<input type="checkbox"/> Yes <input type="checkbox"/> No	

Agency Staff Signature \_\_\_\_\_

I understand that I am liable for damages that exceed normal wear and tear to the living quarters, furniture and appliances.

Participant's Signature \_\_\_\_\_

**TRANSITIONAL HOUSING PROGRAM - PLUS  
PARTICIPANT OCCUPANCY FORM**

**AGENCY:** \_\_\_\_\_ **FOR THE MONTH OF** \_\_\_\_\_ **200**\_\_

**AGENCY'S THP – PLUS CAPACITY:** \_\_\_\_\_

ADMISSION DATE	PARTICIPANT NAME (Last, First)	ADDRESS (INCLUDING Apt #, City, Zip)	PHONE	CASE #	UNIT	# OF PARTICIPANTS SHARING UNIT	UNIT CAPACITY



**TRANSITIONAL HOUSING PROGRAM – PLUS  
ENTRY ASSESSMENT**

**Agency:** \_\_\_\_\_

**Name:** \_\_\_\_\_ **Age:** \_\_\_\_\_

1. **Did the youth complete the Independent Living Skills Classes prior to entering the THP – Plus (THP – Plus) Program?**  
Yes \_\_\_\_\_ When? \_\_\_\_\_ No \_\_\_\_\_
  
2. **Did the youth have a high school diploma at time of entry into THP – Plus?**  
Yes \_\_\_\_\_ No \_\_\_\_\_
  - a) **or has the youth earned his/her GED? Yes \_\_\_\_\_ No \_\_\_\_\_ Date \_\_\_\_\_**
  - b) **if enrolled in a continuation school: Name of School \_\_\_\_\_**
  - c) **working toward earning a high school diploma \_\_\_\_\_ GED \_\_\_\_\_**
  
3. **Was the youth employed prior to entering THP – Plus?:**  
Full-time \_\_\_\_\_ Part-time \_\_\_\_\_ Not Employed \_\_\_\_\_
  - a) **If employed, what was the Monthly Salary: \$ \_\_\_\_\_**

**Employer/Company Name:** \_\_\_\_\_  
**Address:** \_\_\_\_\_  
\_\_\_\_\_  
**Phone:** \_\_\_\_\_
  
4. **Does the youth have a relationship with a committed adult?**  
Yes \_\_\_\_\_ No \_\_\_\_\_

\_\_\_\_\_  
**Case Manager's Signature**

\_\_\_\_\_  
**Date**

TRANSITIONAL HOUSING PROGRAM – PLUS  
TWELVE MONTH ASSESSMENT

Agency: \_\_\_\_\_

Name: \_\_\_\_\_ Age: \_\_\_\_\_

1. Has the participant earned their High School Diploma/GED certificate? Yes \_\_\_\_\_ No \_\_\_\_\_

If no, Is the participant enrolled? Yes \_\_\_\_\_ No \_\_\_\_\_

Name of School \_\_\_\_\_

Expected completion date \_\_\_\_\_

2. Is the participant enrolled in, or completed higher learning? Yes \_\_\_\_\_ No \_\_\_\_\_

(circle one) community college 4-year college vocational school

Enrolled \_\_\_\_\_ Completed \_\_\_\_\_ Date of completion \_\_\_\_\_ Degree \_\_\_\_\_

3. Is the participant currently employed?: Full-time \_\_\_\_\_ Part-time \_\_\_\_\_ Not Employed \_\_\_\_\_

a) If employed, what was the Monthly Salary: \$ \_\_\_\_\_

b) Is the participant's salary greater than at entry? Yes \_\_\_\_\_ No \_\_\_\_\_

Employer/Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_

4. Is the youth attending life skills classes? Yes \_\_\_\_\_ No \_\_\_\_\_  
Reason not attending \_\_\_\_\_

5. Does the youth have a relationship with a committed adult? Yes \_\_\_\_\_ No \_\_\_\_\_

**TRANSITIONAL HOUSING PROGRAM - PLUS**

**YOUTH INTERVIEW**

Date: \_\_\_\_\_

Youth Interviewed: \_\_\_\_\_

Interviewer: \_\_\_\_\_

**1. Assessment Factors**

Appearance:	Age, dress, hygiene
Behavior:	Tense, agitated, calm
Cognition:	To interviewers, time, place, and situation
Impulse Control:	Judgement, response to questions
Speech:	Rate and flow of speech
Affect:	Appropriateness to content, i.e., flat, blunted, animated bright

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**2. Support System**

Do you have a best friend or someone you can really talk to? If this person is a peer, is there an older adult who you discuss problems with?

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**3. Education**

Are you currently in school, if so which one? If not, do you plan to attend?

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**4. Psychological**

Have you ever been depressed or on medication? What do you do when you get depressed?

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**5. Medical**

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**6. Drugs**

Have you ever experimented with drugs/alcohol? If so, what kind? How long ago? Frequency of use? Would you say that the drugs/alcohol are a problem for you?

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7. **Activities**

What do you do for fun? What kind of things do your friends do? What type of recreational activities would you enjoy?

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8. **Money Management**

- a) Where do you currently get money to take care of your personal needs?
- b) If no income, how do you plan to take care of yourself? (i.e., money for self support)
- c) Do you have a savings account?
- d) What is the difference between gross and net pay?
- e) How do you create a monthly budget?

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9. **Food management**

- a) Can you cook?
- b) Have you ever shopped for groceries?

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10. Medical Care

- a) If you had a medical emergency, where would you go for immediate services?
- b) Have you ever made your own appointment with a doctor or dentist?
- c) Give two methods for preventing the spread of sexually transmitted disease?
- d) Do you know how to use a Medi-Cal card?

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11. Educational Planning

- a) What is your educational goal?
- b) How would you enroll in adult education/vocational training or college?
- c) Does youth have a realistic view of chances to complete educational goals?

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12. Job Seeking Skills

- a) With the education and experiences that you have, what type of jobs could you get?
- b) Can you read want ads to find job leads?
- c) Have you ever had a job interview or practiced having one?
- d) What are your methods for finding work?

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13. Employment

- a) Have you had a job?
- b) What did you do? How much did you earn? How long did you work?

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14. Emergency and Safety Skills

- a) What are some important tips that may help prevent fire in the home:
- b) How do you put out a grease fire?
- c) Describe the jobs/functions of the police, ambulance, fire department?

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15. Housekeeping

- a) What type of cleaners do you use to clean the kitchen and bathroom?
- b) How often should you clean your house?
- c) What happens when you mix bleach and ammonia?
- d) Explain to us what steps you would take to clean the following rooms in an apartment, bathroom, kitchen, bedroom, living room?

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16. Problem Solving

- a) Have you ever had a roommate?
- b) How have you resolved roommate problems in the past?

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17. Personal Issues

- a) What do you expect to gain from this program?
- b) What are your goals for employment?
- c) If you don't get accepted into this program, where would you go?

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**SUPPORTIVE TRANSITIONAL EMANCIPATION PROGRAM  
TRANSITIONAL INDEPENDENT LIVING PLAN (STEP-TILP)**

**DEPARTMENT OF SOCIAL SERVICES**

744 P Street, Sacramento, California 95814



July 16, 2002

ALL COUNTY LETTER NO. 02-53

TO: COUNTY WELFARE DIRECTORS  
 CHIEF PROBATION OFFICERS  
 COUNTY FISCAL OFFICERS  
 FOSTER FAMILY AGENCIES  
 GROUP HOME PROVIDERS  
 COUNTY INDEPENDENT LIVING PROGRAM COORDINATORS  
 TRANSITIONAL HOUSING PLACEMENT PROGRAM PROVIDERS  
 CALIFORNIA STATE FOSTER PARENTS' ASSOCIATION

**REASON FOR THIS TRANSMITTAL**

- State Law Change  
 Federal Law or Regulation  
 Change  
 Court Order  
 Clarification Requested by  
 One or More Counties  
 Initiated by CDSS

SUBJECT: **SUPPORTIVE TRANSITIONAL EMANCIPATION PROGRAM  
 TRANSITIONAL INDEPENDENT LIVING PLAN (STEP-TILP)**

REFERENCE: ALL COUNTY LETTER NO. 02-25, ALL COUNTY INFORMATION  
 NOTICE I-93-01

The purpose of this letter is to provide a new form, the STEP-TILP (STEP 8), for counties participating in the Supportive Transitional Emancipation Program. This program allows ongoing financial support for emancipated foster/probation youth, up to age 21 who pursue a plan described in the STEP-TILP for completing educational and career and other goals.

Participating counties are required to use this form. The STEP-TILP contains the educational/vocational, or other goals related to self-sufficiency mutually agreed upon by the youth and the county welfare or probation department or independent living program coordinator. The youth must be participating in the activities identified in the STEP-TILP. The form shall be up-dated at least annually. Participants are responsible for informing the county whenever changes occur that affect payment of aid, including changes in address, living circumstances, educational, career, and training programs.

If you have any questions concerning this letter, please contact Sonya St. Mary at (916) 324-5809, [sonya.st.mary@dss.ca.gov](mailto:sonya.st.mary@dss.ca.gov) or Chris Forté at (916) 327-6926, [chris.forte@dss.ca.gov](mailto:chris.forte@dss.ca.gov).

Sincerely,

**Original Document Signed  
 By Nina Grayson For**

SYLVIA PIZZINI  
 Deputy Director  
 Children and Family Services Division

**SUPPORTIVE TRANSITIONAL EMANCIPATION PROGRAM  
TRANSITIONAL INDEPENDENT LIVING PLAN (STEP TILP) FOR 18 UP TO 21 YEARS OLD**

**PERSONAL DATA**

START DATE OF PROGRAM:			COMPLETION DATE:		
NAME:		SSN:	DATE OF BIRTH:	AGE:	GENDER: M F
COUNTY OF THE LAST HELD DEPENDENCY/WARDSHIP:		NAME OF LAST SOCIAL WORKER:			
CURRENT ADDRESS:	CITY:	COUNTY:	STATE:	ZIP:	TELEPHONE: ( )
MAILING ADDRESS IF DIFFERENT:	CITY:	COUNTY:	STATE:	ZIP:	OTHER TELEPHONE: ( )
TRIBAL AFFILIATION: <input type="checkbox"/> YES <input type="checkbox"/> NO	IF YES, NAME OF TRIBE:		ETHNICITY:		LANGUAGE:
EMANCIPATED FROM: <input type="checkbox"/> FOSTER CARE <input type="checkbox"/> PROBATION <input type="checkbox"/> RELATIVE CARE					EMANCIPATION DATE:
THE COUNTY WILL CHECK IN WITH ME: <input type="checkbox"/> MONTHLY <input type="checkbox"/> QUARTERLY <input type="checkbox"/> EVERY 6 MONTHS <input type="checkbox"/> ANNUALLY <input type="checkbox"/> OTHER(SPECIFY):					
CURRENT IDENTIFICATION: <input type="checkbox"/> CA ID CARD <input type="checkbox"/> CA DRIVER'S LICENSE <input type="checkbox"/> PASSPORT <input type="checkbox"/> VISA			MY PRIMARY SERVICE PROVIDER IS:		

**EDUCATION**

**Completed schooling**

Type of education I have completed:

- Up through 9th Grade   
  Up through 10th Grade   
  Up through 11th Grade   
  Up through 12th Grade  
 High School Diploma   
  GED   
  Vocational Education   
  Community College  
 4 year College/University   
  Other (specify): \_\_\_\_\_

School Attended: \_\_\_\_\_

Course of Study: \_\_\_\_\_ Date Completed: \_\_\_\_\_

**Current schooling**

Type of education I am currently enrolled in:

- High School   
  GED Courses   
  Vocational Education   
  Community College  
 4 year College/University   
  Other (specify): \_\_\_\_\_

School Attended: \_\_\_\_\_

Course of Study: \_\_\_\_\_ Projected Completion Date: \_\_\_\_\_

Proof of Enrollment (attach):  Report Card  School Transcripts  Proof of Registration

Other (specify): \_\_\_\_\_

**Educational Goals**

Grade Point Average: \_\_\_\_\_

During my time in STEP, my educational goals are:

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_

My plan to achieve these goals are:

- 1. \_\_\_\_\_
- 2. \_\_\_\_\_
- 3. \_\_\_\_\_

My educational Service Provider is: \_\_\_\_\_

They will help me achieve these goals by:

- 1. \_\_\_\_\_
- 2. \_\_\_\_\_
- 3. \_\_\_\_\_

Date projected to complete my educational goals: \_\_\_\_\_ Proof that I am achieving my education goals (*attach*):

I have attached the following documents to verify the progress I've made toward my educational goals: \_\_\_\_\_

**Financial Aid/Scholarship Information**

I currently receive (*please mark all that apply*):

- Financial Aid     Scholarship     Grant     Other: \_\_\_\_\_

Please specify what is received:

- 1. \_\_\_\_\_
- 2. \_\_\_\_\_
- 3. \_\_\_\_\_

If I do not currently have Financial Aid/scholarship information and would like to obtain information about available options my Service Provider will help me achieve this by:

- 1. \_\_\_\_\_
- 2. \_\_\_\_\_
- 3. \_\_\_\_\_

**Summer Plans**

During the summer break, my plans are:

- 1. \_\_\_\_\_
- 2. \_\_\_\_\_
- 3. \_\_\_\_\_

**Additional Information**

Other information/interests that help me to achieve my educational goals (*ie. volunteer work, sport teams, etc.*):

- 1. \_\_\_\_\_
- 2. \_\_\_\_\_
- 3. \_\_\_\_\_

**EMPLOYMENT (Current Employment)**

START DATE:	PLACE OF EMPLOYMENT:
JOB TITLE:	JOB RESPONSIBILITIES:
CURRENT WORK SCHEDULE:	HOURS I WORK PER WEEK: <input type="checkbox"/> 1-10 <input type="checkbox"/> 11-20 <input type="checkbox"/> 21-30 <input type="checkbox"/> 31-40
SHIFT I WORK: <input type="checkbox"/> Day <input type="checkbox"/> Swing <input type="checkbox"/> Evening <input type="checkbox"/> Grave <input type="checkbox"/> Other ( <i>specify</i> ):	RATE OF PAY: \$ _____ per hour
SUPERVISOR/CONTACT PERSON:	TELEPHONE: (    ) _____
PROOF OF EMPLOYMENT ( <i>ATTACH</i> ):	

**Employment History**

START DATE:	END DATE:	PLACE OF EMPLOYMENT:
JOB RESPONSIBILITIES:		
START DATE:	END DATE:	PLACE OF EMPLOYMENT:
JOB RESPONSIBILITIES:		
START DATE:	END DATE:	PLACE OF EMPLOYMENT:
JOB RESPONSIBILITIES:		

**Unpaid Work Experience (Volunteer Work)**

START DATE:	END DATE:	PLACE OF EMPLOYMENT:
JOB RESPONSIBILITIES:		
START DATE:	END DATE:	PLACE OF EMPLOYMENT:
JOB RESPONSIBILITIES:		
START DATE:	END DATE:	PLACE OF EMPLOYMENT:
JOB RESPONSIBILITIES:		

**Employment Needs**

To achieve my employment goals, I need assistance in the following areas:

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_

My employment Service Provider is: \_\_\_\_\_

My Service Provider will help me with these needs by: \_\_\_\_\_

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_

**CAREER**

**Career Goal**

My Career goals are:

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_

My plans to achieve these goals are:

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_

**CAREER**

**Career Goal (Continued)**

My career Service Provider is: \_\_\_\_\_

My Service Provider will help me achieve my career goals by:

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_

I am achieving my career goals:  YES  NO

Supporting documentation: \_\_\_\_\_

**HEALTH COVERAGE**

I AM CURRENTLY ON MEDI-CAL: <input type="checkbox"/> YES <input type="checkbox"/> NO	I CURRENTLY HAVE HEALTH COVERAGE: <input type="checkbox"/> YES <input type="checkbox"/> NO	IF YES, MY SOURCE OF COVERAGE: _____
I CURRENTLY HAVE DENTAL COVERAGE: <input type="checkbox"/> YES <input type="checkbox"/> NO	IF YES, MY SOURCE OF COVERAGE: _____	
I CURRENTLY HAVE VISION COVERAGE: <input type="checkbox"/> YES <input type="checkbox"/> NO	IF YES, MY SOURCE OF COVERAGE: _____	

If I do not have health, dental or vision coverage my Service Provider plans to help me obtain coverage by: \_\_\_\_\_

I would like information on the following:  Drug Rehabilitation  Alcohol Rehabilitation  Tobacco Cessatio  
 None  Other (specify): \_\_\_\_\_

My health Service Provider is: \_\_\_\_\_

My Service Provider will assist me by: \_\_\_\_\_

Additional health needs:

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_

My Service Provider will assist me by: \_\_\_\_\_

**HOUSING**

My current living situation is (check all that apply):  With spouse  With minor children  
 Alone renting an apartment or house  Transitional Housing  Host Family  With parent  
 With roommate renting an apartment or house  With relatives  College Dorm  Homeless  
 Shelter  Section 8 Vouchers  Unsafe  Temporary  With friends  
 Other (specify): \_\_\_\_\_

My current living situation is safe:  YES  NO

If NO, my Service Provider will help me gain a safe living environment by: \_\_\_\_\_

I have changed residences during the previous 12 months because: \_\_\_\_\_

I am currently on the transitional housing waiting list:  YES  NO

I am currently on the Section 8 voucher waiting list:  YES  NO

My housing needs are: \_\_\_\_\_

My housing Service Provider is: \_\_\_\_\_

My Service Provider will assist me by: \_\_\_\_\_

**DRIVERS LICENSE**

I hold a valid California Driver License:  YES  NO

If NO, please explain: \_\_\_\_\_

My plans to obtain one are: \_\_\_\_\_

My Service Provider will assist me by: \_\_\_\_\_

My Service Provider helping me obtain my driver's license is: \_\_\_\_\_

I currently have car insurance:  YES  NO

If NO, please explain: \_\_\_\_\_

My plans to obtain insurance are: \_\_\_\_\_

My Service Provider will assist me by: \_\_\_\_\_

**SUPPORT NETWORK**

I have a network of supportive adults to whom I can turn to in times of needs. They include:

Relationship	Name of Supportive Adult	Contact #
Mentor	NAME: _____	( ) -
Relative	NAME: _____	( ) -
STEP Provider	NAME: _____	( ) -
Social Worker	NAME: _____	( ) -
Friend	NAME: _____	( ) -
THP + Provider	NAME: _____	( ) -
ILP Staff	NAME: _____	( ) -
Former Foster Parent	NAME: _____	( ) -
Therapist	NAME: _____	( ) -
Other	NAME: _____	( ) -
	RELATIONSHIP: _____	
Other	NAME: _____	( ) -
	RELATIONSHIP: _____	
Other	NAME: _____	( ) -
	RELATIONSHIP: _____	
Other	NAME: _____	( ) -
	RELATIONSHIP: _____	
Other	NAME: _____	( ) -
	RELATIONSHIP: _____	
Other	NAME: _____	( ) -
	RELATIONSHIP: _____	
Other	NAME: _____	( ) -
	RELATIONSHIP: _____	

**FINANCIAL**

My sources of income include:  Work  STEP Payment  SSI  Trust Account  CalWORKs

Other (specify): \_\_\_\_\_

I currently have a:  Checking Account  Savings Account  Neither

My plans to pay bills and manage money are:  Open a Checking Account  Open a Savings Account

Money Order's  Cashier's Checks  Other (specify): \_\_\_\_\_

Signing this contract means that we will all work to complete the steps necessary to help the participant meet his/her goals. The form shall be updated at least annually. The participant is responsible for informing the county whenever changes occur that affect payment of aid, including changes in address, living circumstances, educational/career/training programs. The participant understands that failure to follow the plan outlined herein may result in forfeiture of the STEP payments.

STEP PARTICIPANT	DATE
SERVICE PROVIDER	DATE
COUNTY REPRESENTATIVE	DATE

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**PERSONAL DATA FORM**

These questions are for data collection purposes only.

Your answers do not affect your eligibility for STEP and you are not required to answer the questions in order to receive STEP.

1. Current Marital Status:  Never Married  Married  Widowed  Divorced  Legally Separated
2. Number of children:  0  1  2  3  4  5
3. Since I turned 18 years old I was incarcerated:  YES  NO

**TRANSITIONAL HOUSING PROGRAM – PLUS**  
**SAVINGS AGREEMENT**

The Transitional Housing – Plus Program provides housing, a food stipend, and transportation during your stay in the program. However, it is required that you contribute a portion of your monthly income as rent.

DCFS requires that you contribute a minimum of 30 percent of your monthly net income during your first six months of participation in the program. The percentage will graduate to 40 percent during your seventh month of participation, and 50 Percent during your 13th month of participation in the program. The funds will be returned to you after your exit from the program. You must provide verification of your income to your case manager. The Program you are entering may require that you contribute more than 30 percent or 40 percent.

I, \_\_\_\_\_ agree to pay a minimum of 30 percent, 40 percent, or 50 percent of my net income per month to the Transitional Housing Plus Program. The current percentage due is \_\_\_\_\_ percent, beginning \_\_\_\_\_ and ending \_\_\_\_\_. My monthly contribution based on this percentage will be \$\_\_\_\_\_.

Participants are encouraged to contribute more than 50 percent of their earnings.

If I fail to pay my contribution I will be terminated from the Program.

\_\_\_\_\_  
Participant's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Case Manager Signature

\_\_\_\_\_  
Date

## SERIOUS INCIDENT REPORT

AGENCY NAME: \_\_\_\_\_ DATE: \_\_\_\_\_

PARTICIPANT'S ADDRESS: \_\_\_\_\_

CITY, STATE ZIP CODE \_\_\_\_\_

PARTICIPANT NAME	DATE	TIME	LOCATION OF INCIDENT	DATE OF ADMISSION	SEX	DOB

**TYPE OF INCIDENT;**

INJURY/ILLNESS	PHYSICAL VIOLENCE	SEXUAL INCIDENT
SUICIDE ATTEMPT	OTHER	OTHER

**DESCRIBE INCIDENT:** (WHO, WHAT, WHERE, METHOD OF STAFF INVOLVEMENT)

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**CONCLUSION:**

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**PERSON(S) NOTIFIED REGARDING INCIDENT**

WHO	DATE & TIME	TELEPHONE	DATE NOTIFIED	PERSON CONTACTED
PROGRAM MANAGER				

**LIST ANY OTHER ATTACHMENTS/SUPPORTING DOCUMENTS:**

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_____ Staff making report signature	_____ Print Name	_____ Date report written
_____ Program Director's signature	_____ Print Name	_____ Date

**NAME AND TITLE OF STAFF SUBMITTING REPORT:** \_\_\_\_\_

**DATE AND TIME SUBMITTED:** \_\_\_\_\_

**TRANSITIONAL HOUSING PROGRAM – PLUS  
AGENCY MONTHLY REPORT  
REPORTING PERIOD \_\_\_\_\_**

**AGENCY NAME:** \_\_\_\_\_

# SERVED THIS REPORTING PERIOD: \_\_\_\_\_  
 #DCFS \_\_\_\_\_ #PROBATION \_\_\_\_\_ #PARENTING \_\_\_\_\_

# ADMITTED THIS REPORTING PERIOD: \_\_\_\_\_  
 #DCFS \_\_\_\_\_ #PROBATION \_\_\_\_\_ #PARENTING \_\_\_\_\_

#DISCHARGED THIS REPORTING PERIOD: \_\_\_\_\_  
 # VOLUNTARY \_\_\_\_\_ # INVOLUNTARY \_\_\_\_\_

**NEW ADMITS**

1. New participants had the following living situation prior to entering THP-Plus:

Placement Type	Number of Participants
Foster care	
Family member	
Friend	
Transitional housing	
Shelter	
Homeless	
Other	

2. No. of youth who entered with a high school diploma or GED. \_\_\_\_\_

3. No. of youth employed at the time of entry. \_\_\_\_\_ Unemployed \_\_\_\_\_

4. No of youth earning above minimum wage at time of entry. \_\_\_\_\_

5. No. who reported having a consistent relationship with a caring adult at the time of entry. \_\_\_\_\_

ONGOING PARTICIPANTS

1. No. of youth who earned a high school diploma or GED within 12 months of admission \_\_\_\_\_
2. Total no. of employed youth. \_\_\_\_\_ unemployed \_\_\_\_\_
3. No. of youth who obtained employment this reporting period. \_\_\_\_\_
4. No. of youth who maintained employment this rating period. \_\_\_\_\_
5. No. of youth earning above minimum wage within 12 month of admission \_\_\_\_\_
4. No. of youth who developed a consistent relationship with a caring adult within 12 months of admission \_\_\_\_\_

DISCHARGES THIS REPORTING PERIOD

YOUTH #	TIME IN PROGRAM	VOLUNTARY OR INVOLUNTARY DISCHARGE
1		
2		
3		
4		
5		

\_\_\_\_\_  
Contractor's Project Director

\_\_\_\_\_  
Date

TRANSITIONAL HOUSING PROGRAM – PLUS  
YOUTH QUARTERLY REPORT

REPORTING PERIOD \_\_\_\_\_ - \_\_\_\_\_

AGENCY NAME: \_\_\_\_\_

Participant’s Name: \_\_\_\_\_ DOB: \_\_\_\_\_

Address: \_\_\_\_\_ Tel: \_\_\_\_\_  
\_\_\_\_\_

Admission Date: \_\_\_\_\_ Projected Completion Date: \_\_\_\_\_

STEP-TILP Completion Date: \_\_\_\_\_

STEP-TILP Goals:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**1. Employment Status:**

Is the participant employed? \_\_\_ Yes \_\_\_ No

Name of employer and address of employer: \_\_\_\_\_  
\_\_\_\_\_

Date employment began: \_\_\_\_\_ Full-time \_\_\_ Part-time \_\_\_

No. hours worked weekly \_\_\_\_\_ Salary/hourly wage \_\_\_\_\_

Name of position and duties: \_\_\_\_\_  
\_\_\_\_\_

**2. Educational Status:**

Is the participant attending school? \_\_\_ Yes \_\_\_ No

Name of school: \_\_\_\_\_

Full-time \_\_\_ Part-time \_\_\_

Course of study: \_\_\_\_\_

**3. Vocational Training**

Is the participant enrolled in vocational training? \_\_\_ Yes \_\_\_ No

Name of training facility/school: \_\_\_\_\_

Full-time \_\_\_ Part-time \_\_\_

Course of study: \_\_\_\_\_

What is the participants career/vocational Goal?: \_\_\_\_\_

**4. Training**

What area(s) did the participant receive training in?:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

What skills did the participant gain from the training(s)?: \_\_\_\_\_

\_\_\_\_\_

The Agency observed improvement by the Participant in the following areas:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**5. Case Plan Goals**

This quarter the Agency assisted the Participant in working toward the following case goals:

**Goals**

**Assistance**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

The Participant reached the following goals:

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The Agency recommends that the following be included in the Participants case plan.

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Participant Signature

Date

Case Manager Signature

Date

Case Manager Supervisor

Date

**TRANSITIONAL HOUSING PROGRAM – PLUS**  
**EXIT ASSESSMENT**

Name: \_\_\_\_\_ DOB: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

Entry Date: \_\_\_\_\_ Exit Date: \_\_\_\_\_

Departure Reason: Planned \_\_\_\_\_ Unplanned \_\_\_\_\_ Violation/Discharge \_\_\_\_\_

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1. Was the participant's stay in THP – Plus successful? Yes \_\_\_\_\_ No \_\_\_\_\_  
How many months did the participant spend in the program? \_\_\_\_\_ months

2. Did the participant complete High School Education/GED? Yes \_\_\_ No \_\_\_

3. Is the participant enrolled in, or completed higher education?  
Yes \_\_\_\_\_ No \_\_\_\_\_

(circle one) community college      4-year college      vocational school

Enrolled \_\_\_\_\_ Completed \_\_\_\_\_ Date of completion \_\_\_\_\_ Degree \_\_\_\_\_

Name of School \_\_\_\_\_

4. Is the participant working? Yes \_\_\_ No \_\_\_  
Full-time \_\_\_\_\_ Part-time \_\_\_\_\_ Monthly Salary \$ \_\_\_\_\_

a) Is the salary higher than at entry? Yes \_\_\_\_\_ No \_\_\_\_\_

b) Is the salary higher than at Twelve Month Assessment?  
Yes \_\_\_\_\_ No \_\_\_\_\_

Employer/Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_

Is exit salary higher than entry salary? Yes \_\_\_\_\_ No \_\_\_\_\_

5. Has the participant obtained permanent housing? Yes \_\_\_\_ No \_\_\_\_
6. Where does the participant plan to live after they exit the THP – Plus?  
(circle one) Own apartment      With a roommate      With parent(s)  
                         With family              With friends              Other \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_

5. Emergency Contact: \_\_\_\_\_  
Address: \_\_\_\_\_  
Phone: \_\_\_\_\_

7. Does the participant have a consistent relationship with a committed adult?  
Yes \_\_\_\_\_ No \_\_\_\_\_

Exit Interview Questions:

1. What was helpful in THP – Plus? \_\_\_\_\_  
\_\_\_\_\_
2. What was not helpful in the program? \_\_\_\_\_  
\_\_\_\_\_
3. Do you feel you successfully completed the program? Why or Why not? \_\_\_\_\_  
\_\_\_\_\_
4. What changes would you recommend to improve services for future participants?  
\_\_\_\_\_  
\_\_\_\_\_

Emancipation Savings Disbursement: Issued/Amount \$ \_\_\_\_\_

Date: \_\_\_\_\_ Check # \_\_\_\_\_

Rental Savings Disbursement: Issued/Amount \$ \_\_\_\_\_

Date: \_\_\_\_\_ Check # \_\_\_\_\_

Participant's Signature: \_\_\_\_\_

Case Manager's Signature \_\_\_\_\_

TRANSITIONAL HOUSING PROGRAM – PLUS  
FOLLOW-UP SURVEY

Name of Participant: \_\_\_\_\_ DOB: \_\_\_\_\_

Address: \_\_\_\_\_

1. Date of contact: \_\_\_\_\_

2. Is the participant residing at the same address? Yes \_\_\_\_ No \_\_\_\_

If no, indicate new address \_\_\_\_\_

Phone Number \_\_\_\_\_

Is the new address, permanent housing? Yes \_\_\_\_ No \_\_\_\_

Has the participant remained in permanent housing for 6 months?

Yes \_\_\_\_ No \_\_\_\_

3. Is the participant currently employed? Yes \_\_\_\_ No \_\_\_\_

Full-time \_\_\_\_ Part-time \_\_\_\_ Monthly Salary \$\_\_\_\_\_

Employer/Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_

4. Has the participant experienced homelessness since completing the THP-Plus program? Yes \_\_\_\_ No \_\_\_\_

If yes, how many times and how long was each time? \_\_\_\_\_

5. If the participant attending school or training? Yes \_\_\_\_ No \_\_\_\_

6. Does the participant have a consistent relationship with a caring adult? Yes \_\_\_\_

No \_\_\_\_

**Attempted Contacts:** \_\_\_\_\_ **Unable To Locate**

\_\_\_\_\_  
Date Comments

\_\_\_\_\_  
Date Comments

\_\_\_\_\_  
Date Comments

**Notes:**

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\_\_\_\_\_  
Staff Signature

\_\_\_\_\_  
Date

## FOSTER YOUTH BILL OF RIGHTS

The California Youth Connection, a statewide organization of youth in the foster care system, has written the "Foster Youth Bill of Rights". It is an objective of foster care to ensure that the personal rights of individuals who are in out-of-home care are protected subject to limitations inherent in the foster caregiver's responsibility to ensure resident safety, safety of others and foster caregiver's role as parent as described in the case plan/case plan update, court order and treatment plan. Any restrictions on the rights of any individual child must be approved by COUNTY Program Director on a case by case basis. These rights include the following:

### 1) The right to be treated with respect.

1. The facility shall ensure that the resident and his/her authorized representative(s) are offered the opportunity to participate in the development of the needs and service plan. 84068.2(d)
2. Facilities shall ensure that private rights of residents are respected. Individual privacy shall be provided in all toilet, bath, shower and dressing areas. 84088(b)(4)
3. Staff shall treat residents with respect and shall be prohibited from humiliating, intimidating, ridiculing, coercing or threatening residents. 80072(a)(3)
4. Access to bathrooms shall not be unreasonably limited during waking or sleeping hours.
5. Residents shall have the right to be free to attend religious services and activities of his/her choice and to have visits from the spiritual advisor of his/her choice. Attendance at religious services, in or out of the facility, shall be on a completely voluntary basis. 80072(a)(5)(A)
6. Residents shall have the right to have visitors visit privately during waking hours without prior notice, provided that such visitations are not prohibited by the resident's needs and services plan; do not infringe upon the rights of other residents; do not disrupt planned activities; and are not prohibited by court order or by the resident's authorized representative(s). 84072(b)(5)

### 2) The right to adequate living conditions.

7. The home must meet licensing standards.
8. Residents shall have the right to privacy in their own rooms and shall not be prohibited from closing the doors to their rooms absent specific concerns for the safety of the resident.
9. Residents shall be allowed to possess and use their own toilet articles. 847072(b)(7)

10. Residents shall have access to individual storage space for their private use. 84072(b)(10)
11. Residents shall possess and use his/her own personal items unless prohibited as part of a discipline program. 84072(b)(9)
12. Residents shall be provided with adequate food pursuant to 80076, including between meal nourishment or snacks. 80076(a)(4)
13. Residents who require special diets including vegetarian diets, religious diets or diets based on health needs shall be provided with appropriate food.
14. Residents shall not be required to perform chores which are beyond the scope of expectations as outlined in the house rules or discipline information reviewed at placement by COUNTY worker and resident except on a voluntary basis and for compensation.

**3) The right to adequate voluntary medical, dental and psychiatric care.**

15. Non-medical staff shall not make medical decisions about the severity of an illness or injury or screen resident requests for medical attention without consultation with a physician, a nurse or a trained health practitioner.
16. Psychotropic medications shall not be administered without parental consent, court order or compliance with court policy for administration of psychotropic medications.
17. Facility staff shall respect the confidentiality of residents' medical or psychiatric treatment. Information about this treatment shall not be generally available to staff.
18. Residents have the right to a second opinion if requested before being required to undergo intrusive medical, dental or psychiatric procedures provided there is a resource for payment such as private insurance coverage for the resident, Medi-Cal authorization, etc.
19. Residents have the right to contact their COUNTY social worker regarding receiving or rejecting medical care or health related services. 80072(a)(9)

**4) The right to fair treatment in administering rewards and punishments.**

20. Facilities shall develop, maintain and implement written facility discipline policies and procedures meeting the requirements specified below:

Staff, residents and authorized representatives shall receive copies of such policies and procedures and copies of such policies and procedures shall be maintained in the resident's record.

Any form of discipline which violates a resident's personal rights as specified in Sections 80072 and 84072 shall be prohibited. 84072.1(a)(b)

New resident's should not always/automatically start on the lowest level of the

incentives systems.

Level assignments and privileges shall be consistent with the case plan/case plan update/court order(s).

They should not be punished for being new and/or being moved.

21. Residents shall have a right to appeal disciplinary actions that result in a loss of privileges. This appeal includes a right to notice of an alleged infraction and the intended punishment, as well as a decision by a third party, using the grievance procedure as described by the foster caregiver in the orientation to placement.
22. Residents have a right to file a complaint with the facility, as specified in Section 84072(b)(2).

The right to contact with family members, COUNTY social workers, attorneys, Court Appointed Special Advocates and other designated adult supporters.

**5) The right to contact with family members, COUNTY social workers, attorneys, Court Appointed Special Advocates and other designated adult supporters.**

23. Residents shall have access to telephones in order to make and receive confidential calls, provided that such calls are not prohibited by the resident's needs and service plan; are not prohibited as a form of discipline; do not infringe upon the rights of other residents; do not restrict availability of the telephone during emergencies and are not prohibited by court order or by the resident's authorized representative(s). 84072(b)(11)
24. Calls to the resident's authorized representative or placement agency or family members included in the service plan shall not be prohibited as a form of discipline. 84072(b)(11)(C)
25. Residents shall send and receive unopened correspondence, including court reports, unless prohibited by court order or by the resident's authorized representative(s). 84072(b)(12)
26. The facility will promptly and completely answer communications to the facility from resident's relatives and/or authorized representative(s). 84072(b)(4)
27. Level systems shall not restrict personal rights as defined in Title 22, Section 84072. These include the right to approved visitors; telephone calls to parents or relatives included in the case plan, COUNTY social workers, Court Appointed Special Advocates or attorneys; access to correspondence; and access to medical care.

**6) The right to education and community involvement.**

28. Residents shall have the right to attend public school unless otherwise specified in their case plan.

29. Residents shall have the right to participate in extracurricular activities in accordance with the case plan. The facility shall provide transportation necessary to participate in these activities to the extent possible and agreed upon. The facility shall make it possible for residents to attend church and community activities. 84079(a-c)

**7) The right to work and develop job skills.**

30. Residents shall be allowed to participate in education, employment and ILP services. Access to these services shall not be withheld. Transportation arrangements for residents who do not have independent arrangements shall be made. 80022(b)(10)

31. The facility shall assist each youth age 14 or over to develop vocational skills and obtain documents necessary for employment. This may also include providing assistance in job training.

32. The facility shall support each youth who so desires in obtaining and maintaining employment by providing transportation, assisting in purchasing uniforms and providing other forms of support to the extent possible and agreed upon.

**8) The right to social contacts.**

Reprise 6: Residents shall have the right to have visitors visit privately during waking hours without prior notice, provided that such visitations are not prohibited by the resident's needs and services plan; do not infringe upon the rights of other residents; do not disrupt planned activities; and are not prohibited by court order or by the resident's authorized representative(s). 84072(b)(5)

Reprise 23: Residents shall have access to telephones in order to make and receive confidential calls, provided that such calls are not prohibited by the resident's needs and service plan; are not permitted as a form of discipline; do not infringe upon the rights of other residents; do not restrict availability of the telephone during emergencies and are not prohibited by court order or by the resident's authorized representative(s). 84072(b)(11)

Reprise 25: Residents shall send and receive unopened correspondence unless prohibited by court order or by the resident's authorized representative(s). 84072(b)(12)

**9) The right to adequate clothing.**

33. Residents shall possess their own clothes. 84072(b)(6)

**10) The right to a reasonable allowance.**

34. Residents shall be provided an allowance no less frequently than once per month unless regulatory exception criteria are met. 8407(a)(2)

35. Residents shall possess and use their own cash resources except as specified in Section 84026. 84072(b)(8)

- 36. Residents' allowances may not be withheld unless regulatory criteria are met. Any amount of a resident's allowances that is withheld as a form of discipline must meet the requirements of 84026(a-c), including the requirements that the fines shall be used for the benefit of the individual resident or all residents in placement, separate accounting, etc. The circumstances under which fines are to be imposed shall be specified in writing. Allowances may not be withheld because a resident is working. 84026(a-c)
  
- 37. Residents' cash resources, including allowances, shall not be used for any basic services specified in the regulations such as toilet articles or basic clothing needs. 80026(f)

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Participant's Signature

---

Date

**EXHIBIT A-24**

(THIS PAGE IS INTENTIONALLY LEFT BLANK)

**TRANSITIONAL HOUSING PROGRAM - PLUS  
MONTHLY INCOME AND SAVINGS LOG**

FOR \_\_\_\_\_ 200\_\_\_\_  
(MONTH)

AGENCY: \_\_\_\_\_

PARTICIPANT: \_\_\_\_\_

ITEM	AMOUNT RECEIVED	DATE
FOOD \$150.00 OR \$200.00	\$	
INCOME SOURCE:	\$	
OTHER:	\$	
<b>TOTAL RECEIVED</b>	<b>\$</b>	
RENTAL CONTRIBUTION: 30% 40% 50%		
RENTAL SAVINGS	\$	
<b>TOTAL MONTHLY SAVINGS</b>	<b>\$</b>	

I RECEIVED THE ABOVE AMOUNTS FOR EACH ITEM LISTED.

\_\_\_\_\_  
PARTICIPANT'S SIGNATURE

\_\_\_\_\_  
DATE

\_\_\_\_\_  
AGENCY STAFF

\_\_\_\_\_  
DATE

**SERVICE DELIVERY SITES FOR  
TRANSITIONAL HOUSING PROGRAM – PLUS SERVICES**

**THP-Plus Administrative Office/Headquarters (AGENCY)**

AGENCY Name	AGENCY Address	AGENCY Contact Person	Phone (P)
			Fax (F)
			P: ( )
			F: ( )

**THP-Plus Service Site(s) (FACILITY)**

FACILITY Name	FACILITY Address	FACILITY Contact Person	Phone (P)	S P A Location
			Fax (F)	
			P: ( )	
			F: ( )	
			P: ( )	
			F: ( )	
			P: ( )	
			F: ( )	

(Please make additional copies of this form if necessary)

TRANSITIONAL HOUSING PROGRAM – PLUS UNIT VERIFICATION FORM

CONTRACTOR: \_\_\_\_\_ DATE: \_\_\_\_\_

ADDRESS: \_\_\_\_\_  
(INCLUDE UNIT # IF APPLICABLE, CITY, STATE AND ZIP CODE)

PARTICIPANT: \_\_\_\_\_ CASE # \_\_\_\_\_

NUMBER OF BEDROOMS: \_\_\_\_\_ BATHROOMS: \_\_\_\_\_

THP – PLUS PARTICIPANT(S) THAT CURRENTLY RESIDE IN THIS UNIT:  
\_\_\_\_\_

MY SIGNATURE BELOW VERIFIES THAT THE ABOVE LISTED UNIT COMPLIES WITH ALL OF THE FOLLOWING:

1. Contractor assures that the living unit is in compliance.
2. No more than three (3) THP – Plus participants shall share a single living unit unless approved by the County Program Manager.
3. THP – Plus participants shall not share bedrooms.
4. Each THP – Plus participant sharing a living unit shall have sufficient designated food storage space for perishable and non-perishable foods.
5. No more than three (3) THP – Plus participants shall share a refrigerator (Does not apply to Single Family Residence).
6. No more than two (2) THP – Plus participants shall share a bathroom.
7. No more than three (3) THP – Plus participants shall share a telephone or telephone line (Does not apply to Single Family Residence).
8. THP – Plus participants with an infant(s) shall be furnished with a bassinet or crib(s) as appropriate.
9. Living units shall be equipped with child safety features, including, but not limited to, childproof cabinets, drawer locks, door locks, and electrical outlet protectors when THP – Plus participants are placed with their children.
10. There shall be working smoke detectors in each hallway and bedroom.
11. No room commonly used for other purposes shall be used as a bedroom, e.g., living rooms, dining rooms, garages, detached buildings, and passageways to another room.
12. Bedrooms shall have adequate drawer and closet space to store the THP – Plus participant’s belongings and clothing.
13. THP – Plus participants or their child(ren) shall not use bunk beds, cots, rollaway beds or futons.
14. One or more parking space(s) are allocated to the unit.
15. Unit is adequately furnished with furniture/appliances that are in good and safe condition.
16. Window treatments are provided.
17. Unit is adequately equipped with smoke detectors.
18. Participant was given an emergency plan that includes emergency information, instructions and telephone numbers and is posted in the unit.
19. Participants shall not share a unit with any individual who is not participating in the THP-Plus program except their own child(ren).

\_\_\_\_\_  
Agency Staff Signature

\_\_\_\_\_  
Name and Title

**TRANSITIONAL HOUSING PROGRAM - PLUS  
PERSONAL/HOUSEHOLD ITEM INVENTORY**

**AGENCY:** \_\_\_\_\_ **DATE:** \_\_\_\_\_

**PARTICIPANT:** \_\_\_\_\_

**PERSONAL HYGIENE**

- \_\_\_ FACIAL TISSUE
- \_\_\_ BATH SOAP
- \_\_\_ TOOTHBRUSH
- \_\_\_ TOOTHPASTE
- \_\_\_ MOUTHWASH
- \_\_\_ DENTAL FLOSS
- \_\_\_ DEODORANT
- \_\_\_ COMB
- \_\_\_ BRUSH
- \_\_\_ SHAMPOO
- \_\_\_ HAIR CARE PRODUCTS
- \_\_\_ LOTION
- \_\_\_ SANITARY NAPKINS/TAMPONS
- \_\_\_ TOILET PAPER
- \_\_\_ PETROLEUM JELLY
- \_\_\_ OTHER: \_\_\_\_\_

**LAUNDRY ITEMS**

- \_\_\_ LAUNDRY DETERGENT
- \_\_\_ BLEACH
- \_\_\_ FABRIC SOFTENER
- \_\_\_ STAIN/SPOT REMOVER
- \_\_\_ LAUNDRY BASKET
- \_\_\_ OTHER \_\_\_\_\_

**FIRST AID ITEMS**

- \_\_\_ STERILE GAUZE
- \_\_\_ STERILE GAUZE PADS
- \_\_\_ FIRST-AID TAPE
- \_\_\_ COTTON BALLS
- \_\_\_ RUBBING ALCOHOL
- \_\_\_ ANTISEPTIC SPRAY
- \_\_\_ OTHER \_\_\_\_\_

**CLEANING ITEMS**

- \_\_\_ ALL PURPOSE CLEANER
- \_\_\_ SCOURING POWDER
- \_\_\_ MILDEW REMOVER
- \_\_\_ SPONGES
- \_\_\_ BROOM
- \_\_\_ MOP & BUCKET
- \_\_\_ GLASS CLEANER
- \_\_\_ FURNITURE POLISH
- \_\_\_ DUST CLOTHS
- \_\_\_ DISH RAG (3)
- \_\_\_ DISH TOWELS (5)
- \_\_\_ OVEN CLEANER
- \_\_\_ PAPER TOWELS
- \_\_\_ NAPKINS
- \_\_\_ OTHER: \_\_\_\_\_

**HOUSEHOLD ITEMS**

- \_\_\_ IRON
- \_\_\_ CAN OPENER
- \_\_\_ COOKWARE
- \_\_\_ DINNERWARE
- \_\_\_ UTENSILS
- \_\_\_ CUTLERY
- \_\_\_ IRONING BOARD
- \_\_\_ CLOTHES HAMPER
- \_\_\_ OTHER \_\_\_\_\_

**LINENS**

- |                    |                  |
|--------------------|------------------|
| ___ FITTED SHEETS  | ___ BEDSPREAD    |
| ___ FLAT SHEETS    | ___ BATH TOWELS  |
| ___ PILLOWCASE     | ___ WASH CLOTHS  |
| ___ BLANKET        | ___ OTHER: _____ |
| ___ MATTRESS COVER |                  |

**UPON ADMISSION AGENCY HAS PROVIDED ANY REQUIRED ITEMS.**

\_\_\_\_\_  
**PARTICIPANT'S SIGNATURE & DATE**

\_\_\_\_\_  
**STAFF SIGNATURE & DATE**

**INTENTIONALLY LEFT BLANK**

**THP-Plus Participant Satisfaction Survey**

Agency Name \_\_\_\_\_

**Background Information**

County where you live: \_\_\_\_\_

**Type of THP-Plus housing unit:**

- Unit/room in a building with many other THP-Plus apartments/rooms
- Scattered-site unit (in a building that's mostly non-THP-Plus units)
- With a host family

**Do you share your housing unit with one or more other people (other than your child, if applicable)?**

- Yes
- No

**Do you share your bedroom with one or more other people (other than your child, if applicable)?**

- Yes
- No

**If you are a parent, does your child (or children) live with you?**

- Yes
- No
- Not applicable – I am not a parent.

**How old are you?**

- 18
- 19
- 20
- 21
- 22
- 23
- 24

**How long have you been in your THP-Plus program?**

- Less than 1 month
- 1-6 months
- 7-12 months
- 13-18 months
- 19-24 months

## Satisfaction with the THP-Plus Program

Please rate your satisfaction with the following aspects of your THP-Plus program.

### Safety of the housing:

Excellent  Good  Fair  Poor

### Quality of the housing:

Excellent  Good  Fair  Poor

### Location of the housing:

Excellent  Good  Fair  Poor

### Case management services:

Excellent  Good  Fair  Poor  N/A

### Educational support:

Excellent  Good  Fair  Poor  N/A

### Emotional support, counseling, or therapy:

Excellent  Good  Fair  Poor  N/A

### Employment support or job training:

Excellent  Good  Fair  Poor  N/A

### Mentoring or building relationships with caring adults:

Excellent  Good  Fair  Poor  N/A

### Supporting relationships with family members:

Excellent  Good  Fair  Poor  N/A

### Training in budgeting and money management:

Excellent  Good  Fair  Poor  N/A

### Training in tenants' rights and managing an apartment:

Excellent  Good  Fair  Poor  N/A

### Other life skills training:

Excellent  Good  Fair  Poor  N/A

### Practical support (such as food, furniture, transportation, etc.):

Excellent  Good  Fair  Poor  N/A

### Assistance with getting public benefits (TANF, GA, FS, SSI, MediCal, subsidized child care, etc.):

Excellent  Good  Fair  Poor  N/A

### Savings account (IDA, emancipation fund, etc.):

Excellent  Good  Fair  Poor  N/A

### Overall satisfaction with THP-Plus:

Excellent  Good  Fair  Poor

**Where would you be living if you were not in the THP-Plus program?**

- Renting an apartment on my own
- Renting an apartment through another subsidized housing program (public housing, Section 8, etc.)
- Staying with my birth parent(s) or other relatives
- Staying with my former foster parent(s)
- Staying with friends
- Staying in a shelter
- Staying in my car or on the street
- Don't know
- Other (please describe): \_\_\_\_\_

**What parts of your THP-Plus program do you think work well?**

\_\_\_\_\_

**What parts of your THP-Plus program do you think could be improved?**

\_\_\_\_\_

**Do you have any other comments about the THP-Plus program or your experience with it?**

\_\_\_\_\_

**THANK YOU VERY MUCH FOR YOUR FEEDBACK!**

**TRANSITIONAL HOUSING PROGRAM – PLUS**  
**EMPLOYMENT PLAN FOR UNEMPLOYED PARTICIPANTS**

Participant Name: \_\_\_\_\_ Date: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Date of Admission: \_\_\_\_\_ Length of Time in the Program: \_\_\_\_\_

Expected Departure Date: \_\_\_\_\_

Date of Unemployment: \_\_\_\_\_

**To be completed by the THP – Plus participant:**

I \_\_\_\_\_, acknowledge that I have been unemployed since \_\_\_\_\_. I understand that my continued participation in THP – Plus is dependent on following the rules and requirements of the program. One of the major program requirements is to seek and maintain employment. I understand that if I do not complete this plan and obtain employment, I will be given a 30 day notice and discharged from the program for lack of participation.

My plan for corrective action in regards to securing employment is as follows:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Participant Signature: \_\_\_\_\_

Case Manager Signature: \_\_\_\_\_

**EXTENDED MEDICAL ELIGIBILITY FOR FORMER FOSTER CARE  
CHILDREN**

DEPARTMENT OF SOCIAL SERVICES  
744 P Street, Sacramento, CA 95814



December 6, 2000

ALL COUNTY INFORMATION NOTICE NO. I-117-00

REASON FOR THIS TRANSMITTAL

- State Law Change  
 Federal Law or Regulation  
Change  
 Court Order  
 Clarification Requested by  
One or More Counties  
 Initiated by CDSS

**TO:** ALL COUNTY WELFARE DIRECTORS  
ALL CHIEF PROBATION OFFICERS  
ALL FOSTER FAMILY AGENCIES  
ALL GROUP HOME PROVIDERS  
ADOPTIONS BRANCH  
CALIFORNIA DEPARTMENT OF SOCIAL SERVICES COMMUNITY  
CARE LICENSING LIAISONS  
ALL COUNTY FISCAL OFFICERS  
ALL INDEPENDENT LIVING PROGRAM COORDINATORS

**SUBJECT:** INFORMATION REGARDING EXTENDED MEDI-CAL ELIGIBILITY FOR  
FORMER FOSTER CARE CHILDREN 18 THROUGH 20 YEARS OF AGE

The purpose of this letter is to provide information regarding extended Medi-Cal eligibility for foster youth. As stated in the letter #00-41 issued by the Department of Health Services on August 14, 2000 (attachment), foster youth who are receiving foster care funds through Aid to Families with Dependent Children-Foster Care on their 18<sup>th</sup> birthday will be eligible to receive Medi-Cal services until the age of 21. The extended eligibility for Medi-Cal service became effective October 1, 2000. Conforming State statute requires State-mandated local programs to ensure that the Medi-Cal benefits to independent foster care youth are extended as defined in federal law.

The enrollment process is not automatic. In order to receive federal funds, the State is required to determine the youths' eligibility by verifying with the emancipating foster youth the following:

- The youth's consent to continue with the Medi-Cal services.
- The youth's current address.
- When a third party health insurance is involved Medi-Cal seeks reimbursement from the third party insurance. If applicable, a youth's health insurance must be reported to the eligibility worker.

Page Two

A telephone or personal interview can verify these three points with an eligibility worker. This process of redetermination will be left to each county as per Department of Health Services specifications in the section titled, **implementation** (attachment).

County welfare workers, probation officers and/or youth may contact the youth's eligibility worker in their county directly to arrange for the extended Medi-Cal benefits. Counties are encouraged to work with the youth to ensure that youth are given every opportunity to participate in this program.

If you have any questions regarding Medi-Cal eligibility, please contact Ken Martinez, Department of Health Services (916) 657-0011 or Carl Miller, Department of Health Services (916) 657-0562. Questions regarding emancipating foster youth can be directed to Sonya St. Mary or Julie McIntosh, California Department of Social Services, Foster Care Services Bureau at (916) 445-7001.

Sincerely,

Original Document Signed By

SYLVIA PIZZINI  
Deputy Director  
Children and Family Services Division

Attachment

STATE OF CALIFORNIA-HEALTH AND HUMAN SERVICES AGENCY  
DEPARTMENT OF HEALTH SERVICES  
744 P Street  
P.O. Box 942732  
Sacramento, CA 94234-7320  
(916) 657-2941

August 14, 2000

TO: All County Welfare Directors  
All County Administrative Officers  
All County Medi-Cal Program Specialists/Liaisons  
All County, Public Health Directors  
All County Mental Health Directors

Letter No.: 00-41

#### Extended Medi-Cal Eligibility for Former Foster Care Children (FFCC) 18 Through 20 Years of Age

The purpose of this letter is to inform counties that the Department of Health Services (DHS) is adding a new optional eligibility group for children who are in foster care under responsibility of the State on their 18th birthday and to provide the initial policies and procedures that apply to implementation of the new program.

#### BACKGROUND

The federal Foster Care Independence Act of 1999, which was enacted in December 1999, authorizes the State to provide continuing Medi-Cal eligibility for all children who are in foster care under the responsibility of the State on their 18th birthday. The eligibility continues until they reach -21 years of age. The law permits waiving any income or asset tests for this population. Anyone eligible for the extended Medi-Cal eligibility under this new program will be entitled to the full scope of benefits, including Early and Periodic Screening, Diagnosis, and Treatment services.

The addition of this new Medi-Cal eligibility category is part of the Governor's Mental Health Initiative for fiscal year 2000/2001. The new statute implementing the program, Welfare and Institutions Code Section 14005.28, specifies an effective date of October 1, 2000.

Currently, when transitioning out of foster care because of age, this population is now required to reapply for Medi-Cal as medically needy for the county to make a determination of whether they are eligible for any Medi-Cal program. Frequently, these young people may not understand the importance of the notices or become confused by the process for continuing medical care coverage and thus lose contact with the county and critical medical care services. Recent studies and reports on former foster children

All County Welfare Directors  
All County Administrative Officers  
All County Medi-Cal Program Specialists/Liaisons  
All County Public Health Directors  
All County Mental Health Directors  
Page 2

indicate that they have numerous medical and social needs which are unmet once they leave the foster care program. The federal law allowing states to continue zero share-of-cost Medi-Cal eligibility, and California's decision to adopt the option, is in response to the need to provide important health care to help these children make the transition from adolescence to adulthood by assuring that Medi-Cal coverage is continued.

### ELIGIBILITY REQUIREMENTS

This new program continues eligibility for individuals who were in foster care under the responsibility of the State on their 18th birthday and it will continue until their 21st birthday. Persons in aid codes 40, 42, 4C, and 5K at the time of their 18th birthday will be eligible for the new program. Those who were in foster care on their 18th birthday and are still under the age of 21, but have been discontinued from foster care because of their age, are eligible for the program. The effective date of coverage would be no sooner than October 1, 2000.

There will be no income and resource test for this group, regardless of their living arrangements or with whom they reside. These persons will have no share of cost. A new aid code, 4M, has been created to accommodate this group. At age 18, these youths are to be transferred into aid code 4M and will retain the aid code until age 21, regardless of any change in circumstances, except residency. For example, if a FFCC returns to live with parents who are already Medi-Cal eligible, the parents will continue in their existing aid code and the FFCC would continue in the new aid code and in his/her own budget unit. If the FFCC has a child, the child will be determined Medi-Cal eligible based upon program eligibility rules applicable to the child. Even if other family members apply for the California Work Opportunity and Responsibility to Kids, the FFCC will not be affected since the other family members and their eligibility will be determined based on existing program rules, and the FFCC beneficiary will remain in aid code 4M, in a budget unit of one, as long as he/she continues to meet the criteria and wishes to maintain Medi-Cal coverage.

As with children in foster care, the choice of enrollment in a managed care health plan will be optional for this population, except when the beneficiary lives in a county organized health systems (COHS) county where enrollment is mandatory. When the beneficiary moves to another county, the 4M aid code follows him/her and the same rules apply as for children in foster care.

All County Welfare Directors  
All County Administrative Officers  
All County Medi-Cal Program Specialists/Liaisons  
All County Public Health Directors  
All County Mental Health Directors  
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The question has been raised as to whether children in the Kin-Guardian Assistance Program (Kin-GAP) are eligible for the program. They are not, since the Kin-GAP population is not considered foster care. The children on this program are no longer under state control and their foster care cases have been dismissed. The Kin-GAP program establishes a separate payment rate for children placed with relatives who obtain guardianship.

#### AID CODES

Foster care children who, on their 18th birthday, are in aid codes 40, 42, 4C or 5K are to be moved into aid code 4M. Those youths who are in foster care placement at 100 percent county expense, or who are undocumented alien children, are not eligible for the program; these populations will complete the normal Medi-Cal eligibility process to determine any continuing eligibility for any other Medi-Cal program.

#### IMPLEMENTATION

Implementation of the new program will be effective October 1, 2000. The county must transition the foster care youth to the extended Medi-Cal program on their 18th birthday without requiring the foster care youth or foster care parent to complete an application. This population must be transferred from foster care into the new program based on a review of the foster care case files. Because counties are organized in ways to meet their unique needs, we do not wish to specify a single method for completing this transfer to the new program. The Medi-Cal program staff must maintain a Medi-Cal case file for each FFCC until they reach 21 years or otherwise terminate from the program by moving out of state or notifying the county of a desire not to continue in the program.

Federal regulations require that all Medicaid beneficiaries be subject to an annual redetermination of eligibility by the State. Since all income and assets tests are waived for this group, the redetermination should be limited to verification of any remaining factors that affect eligibility, such as residency. The FFCC should submit information on change of residency when that occurs.

In order to disseminate information on this new program, and to attempt to reach and identify those FFCC who were terminated from foster care before October 1, 2000, the Department of Social Services and DHS will issue a joint letter explaining the program

All County Welfare Directors  
All County Administrative Officers  
All County Medi-Cal Program Specialists/Liaisons  
All County Public Health Directors  
All County Mental Health Directors  
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and the eligibility criteria to all county social service agencies, foster care provider groups, probation officers, foster care advocacy groups, and all other organizations that work and have contact with foster care and FFCC.

NOTICES OF ACTION AND OTHER FORMS

Notices of Action (NOAs) used to notify children of termination from foster care due to age must be amended to inform them of the automatic transfer to new extended Medi-Cal eligibility. Other Medi-Cal NOAs must also be modified to reflect the new program. DHS will work with DSS and the counties on the revision of these notices.

If you have questions regarding this program or letter, please contact Ken Martinez at (916) 657-0011 or Carl Miller at (916) 657-0562.

.Sincerely,

Adgeline Mrv`a, Chief  
Medi-Cal Eligibility Branch

**USER COMPLAINT REPORT  
TRANSITIONAL HOUSING PROGRAM - PLUS SERVICES**

This form is to be used by DCFS users of Transitional Housing Program - Plus services to report service discrepancies and/or failure to provide training as specified. This User Complaint Report must be delivered immediately to the County Program Manager for this Contract.

E-mail Address: \_\_\_\_\_

Date of Report: \_\_\_\_\_ DCFS User Name: \_\_\_\_\_

DCFS Office Address: \_\_\_\_\_

Phone No. \_\_\_\_\_ E-mail Address: \_\_\_\_\_

Date(s) of Incident(s): \_\_\_\_\_

Below, please check the appropriate boxes and explain each incident separately:

- Contractor's Program Director is not responding to messages.
- Contractor's staff not available or not responding to messages.
- Contractor making staff changes without notification to the County.
- Illegal or inappropriate behavior by Contractor's staff.
- Contractor not submitting reports or maintaining records as required.
- Contractor not complying with the quality assurance requirements as specified in the Contract.
- Other (describe):

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**To report an urgent/serious problem, call Bedrae Davis at: (213) 351-0281**

Send UCR to Bedrae Davis, Children's Services Administrator II, 3530 Wilshire Blvd. Suite 400, Los Angeles, CA 90010 and a copy to Contracts Administration, 425 Shatto Place, Room 400, Los Angeles, CA 90020.

**EXHIBIT A-34**

**ANSELL-CASEY LIFE SKILLS ASSESSMENT**

**Ansell-Casey Life Skills Assessment  
Youth Level 4  
(Version 4.0)**

**Instructions:** These questions will ask you about what you know and can do.  
Try to answer all the questions.

## **Demographics**

1. I am:       Male       Female

2. My current age (years): \_\_\_\_\_

3. My grade in school:

- |   |  |
|---|--|
| <input type="radio"/> 1 <sup>st</sup> grade | <input type="radio"/> 9 <sup>th</sup> grade  |
| <input type="radio"/> 2 <sup>nd</sup> grade | <input type="radio"/> 10 <sup>th</sup> grade |
| <input type="radio"/> 3 <sup>rd</sup> grade | <input type="radio"/> 11 <sup>th</sup> grade |
| <input type="radio"/> 4 <sup>th</sup> grade | <input type="radio"/> 12 <sup>th</sup> grade |
| <input type="radio"/> 5 <sup>th</sup> grade | <input type="radio"/> Trade school           |
| <input type="radio"/> 6 <sup>th</sup> grade | <input type="radio"/> In college             |
| <input type="radio"/> 7 <sup>th</sup> grade | <input type="radio"/> Not in school          |
| <input type="radio"/> 8 <sup>th</sup> grade | <input type="radio"/> Other                  |

4. My race/ethnicity? (Please choose all that apply)

- |   |  |
|---|--|
| <input type="radio"/> American Indian or Alaskan Native | <input type="radio"/> Korean                 |
| <input type="radio"/> Asian Indian                      | <input type="radio"/> Native Hawaiian        |
| <input type="radio"/> Black, African-American           | <input type="radio"/> Other Asian            |
| <input type="radio"/> Chinese                           | <input type="radio"/> Other Pacific Islander |
| <input type="radio"/> Filipino                          | <input type="radio"/> Other Race: _____      |
| <input type="radio"/> Guamanian or Chamorro             | <input type="radio"/> Samoan                 |
| <input type="radio"/> Hispanic/Latino/Spanish           | <input type="radio"/> Vietnamese             |
| <input type="radio"/> Japanese                          | <input type="radio"/> White                  |

5. My primary race/ethnicity? (Please choose only one)

- |   |  |
|---|--|
| <input type="radio"/> American Indian or Alaskan Native | <input type="radio"/> Korean                 |
| <input type="radio"/> Asian Indian                      | <input type="radio"/> Native Hawaiian        |
| <input type="radio"/> Black, African-American           | <input type="radio"/> Other Asian            |
| <input type="radio"/> Chinese                           | <input type="radio"/> Other Pacific Islander |
| <input type="radio"/> Filipino                          | <input type="radio"/> Other Race: _____      |
| <input type="radio"/> Guamanian or Chamorro             | <input type="radio"/> Samoan                 |
| <input type="radio"/> Hispanic/Latino/Spanish           | <input type="radio"/> Vietnamese             |
| <input type="radio"/> Japanese                          | <input type="radio"/> White                  |

6. If you are American Indian, Native American, or Alaska Native, please write the name of your Tribal or Community Affiliation on the line below.

---

7. **Postal (zip) code of your home address (for research purposes):** \_\_\_\_\_

8. **Which answer best describes your current living situation:**

- On my own (alone or shared housing)
- With my birth (biological) parents
- With my birth (biological) mother or father
- With my adoptive parent(s)
- With my foster parent(s) who is/are unrelated to me
- With relatives (not foster care)
- With relatives who are also my foster parents
- In a group home or residential facility
- In a juvenile detention or corrections facility
- With a friend's family (not foster care)
- At a shelter or emergency housing
- With my spouse, or partner, or boyfriend or girlfriend
- Other

9. **How many years have you been in this living situation?** \_\_\_\_\_

10. **I have a Social Security number:**

- Yes
- No

11. **I have a copy of my birth certificate:**

- Yes
- No

12. **I have a photo ID:**

- Yes
- No

13. **When completing this assessment, I am at the following location:**

- Employment or vocational agency
- Youth/family community service agency
- School library, classroom, or computer room
- Public Library
- Foster care agency
- Recreation facility (like YMCA, Boys/Girls Club)
- Where I live
- University
- Church, synagogue, temple, mosque or religious facility
- Juvenile detention or correction facility

## **Knowledge and Behavior Items**

Please circle the number (1, 2 or 3) that describes you best:

	<b>Not like me</b>	<b>Somewhat like me</b>	<b>Very much like me</b>
<b>Career Planning</b>			
1. I have used school resources to investigate different types of employment	1	2	3
2. I discuss education plans with teachers, employer, or counselors	1	2	3
3. I know of resources in the community that provide tutoring	1	2	3
4. I have explored work-related internships	1	2	3
5. I read to improve my work skills	1	2	3
6. I know the education required for the work I am interested in doing	1	2	3
7. I sometimes read materials to further my knowledge in a specific area	1	2	3
8. I have a career plan	1	2	3
9. I can find financial aid resources to further my education	1	2	3
10. I can name two reasons why personal contacts can be important in finding a job	1	2	3
11. I know where to find information about job-training	1	2	3
12. I can explain the difference between assertive and aggressive behavior	1	2	3
13. I can demonstrate two positive ways for dealing with discrimination	1	2	3
<b>Daily Living</b>			
1. I plan nutritious meals	1	2	3
2. I evaluate my diet for nutritional balance	1	2	3
3. I eat a variety of healthy foods each day	1	2	3
4. I think about how what I eat impacts my health	1	2	3

	<b>Not like me</b>	<b>Somewhat like me</b>	<b>Very much like me</b>
5. I look at calories and fat content on product labels	1	2	3
6. I eat some vegetables each day	1	2	3
7. I use a shopping list at the grocery store	1	2	3
8. I compare prices to get the best value	1	2	3
9. I clean kitchen equipment after meal preparation	1	2	3
10. I can make meals using a recipe	1	2	3
11. I follow the directions on cleaning products	1	2	3
12. I check clothing-care directions when doing laundry	1	2	3
13. I use good table manners	1	2	3

### **Housing and Money Management**

1. I can calculate the costs of car ownership (e.g., registration, maintenance)	1	2	3
2. I can describe how to monitor a checking account balance	1	2	3
3. I can describe how to develop a good credit rating	1	2	3
4. I can name three disadvantages of purchasing with credit	1	2	3
5. I know the typical fee charged for ATM transactions	1	2	3
6. I understand what is covered by liability car insurance	1	2	3
7. I know where to find tax information on a pay stub	1	2	3
8. I know how to find out about my credit rating	1	2	3
9. I can calculate housing start-up costs (e.g., application fee, security deposit)	1	2	3
10. I know where in my community one can get help for completing tax returns	1	2	3

	<b>Not like me</b>	<b>Somewhat like me</b>	<b>Very much like me</b>
11. I know the advantages and disadvantages of buying from “rent-to-own” stores			
12. I know what information is asked for in an apartment rental application	1	2	3
13. I balance my bank statement regularly	1	2	3
14. I can use an Automatic Teller Machine (ATM)	1	2	3
15. I understand the consequences of breaking a lease	1	2	3
16. I can explain the benefits of having homeowner or renter’s insurance	1	2	3
17. I have completed an income tax form	1	2	3
18. I plan for the expenses that I must pay each month	1	2	3
19. I can name two ways to invest money	1	2	3
20. I can identify two ways to put money into savings	1	2	3
21. I keep a record when I pay bills	1	2	3
22. I can complete a money order	1	2	3
23. I can get to an appointment by myself, even if I have not been to that location before	1	2	3
24. I can describe two or more ways to search for housing	1	2	3
25. I know the necessary steps for getting a driver’s license	1	2	3
26. I can compare housing choices based on cleanliness and costs	1	2	3
27. I have developed a budget	1	2	3
28. I compute discounts, for example, how much a \$12.90 item would cost after a 15% discount	1	2	3
29. I know the consequences of driving without insurance	1	2	3

	<b>Not like me</b>	<b>Somewhat like me</b>	<b>Very much like me</b>
<b>Self Care</b>			
1. I can identify two signs of pregnancy	1	2	3
2. I can identify two community resources that provide prenatal care	1	2	3
3. I can identify two ways to avoid peer pressure to use drugs	1	2	3
4. I can identify three methods of birth control	1	2	3
5. I can explain ways to protect myself from sexually transmitted diseases (STDs)	1	2	3
6. I know how to talk to a partner about sexually transmitted diseases (STDs)	1	2	3
7. I can describe two strategies for responsible drinking	1	2	3
8. I can explain what to do when a fever doesn't improve	1	2	3
9. I can resist pressure to have sex	1	2	3
10. I can explain how hygiene affects one's health	1	2	3
11. I can explain when it is best to make a doctor's appointment instead of visiting the emergency room	1	2	3
12. I know how to make a dental appointment	1	2	3
13. If illegal drugs are offered to me I can refuse them	1	2	3
14. I treat simple injuries like cuts, bites, stings and splinters	1	2	3
15. I know where I could go to get help with depression or other emotional problems	1	2	3
<b>Social Relationships</b>			
1. I confide in my friends	1	2	3
2. I turn to others for support when I have family problems	1	2	3
3. I am part of a group, besides my family, that cares about me	1	2	3

	<b>Not like me</b>	<b>Somewhat like me</b>	<b>Very much like me</b>
4. I show others that I care about them	1	2	3
5. I encourage others to talk about their feelings	1	2	3
6. I am comfortable with the number of friends I have	1	2	3
7. I can identify two or more people I can turn to for help	1	2	3
8. I usually receive feedback without getting angry	1	2	3
<b>Work Life</b>			
1. I demonstrate the behaviors required of a good employee (e.g., being on time)	1	2	3
2. I understand what is appropriate behavior in a job interview	1	2	3
3. I accept supervision and direction	1	2	3
4. I can ask a supervisor for help if I need it	1	2	3
5. I have completed a job application	1	2	3
6. I get along with co-workers	1	2	3
7. I manage my time to complete tasks	1	2	3
8. I thank people when they do things for me	1	2	3
<b>Extra Items</b>			
1. I know where a fire extinguisher is located where I live	1	2	3
2. I know the rights and responsibilities of a tenant	1	2	3
3. I know how to get emergency assistance to pay utilities	1	2	3
4. I know whom to contact to get low-income housing	1	2	3
5. I know where in my area I can go to access the Internet	1	2	3
6. I can explain the benefits of doing volunteer work	1	2	3
7. I can use resources other than the newspaper to find job openings	1	2	3

	Not like me	Somewhat like me	Very much like me
8. I have written my resume	1	2	3
9. I know where the nearest state employment office is located	1	2	3
10. I know how to use a computer	1	2	3
11. I understand what is included in employee benefits	1	2	3

### **Performance Items:**

Please mark the best answer for each of the following questions:

#### **Career Planning**

1. Which of the following is an award of money that a qualified undergraduate student does not need to repay?
  - A. An e-studentloan.com award
  - B. A Federal Pell Grant
  - C. A Sallie Mae grant
  - D. A Nellie Mae grant
  
2. What is the most important reason why personal contacts are important in finding a job?
  - A. Personal contacts can hire you themselves
  - B. Personal contacts may know of good job openings that might fit you
  - C. Personal contacts may know the job market better than you
  - D. All of the above
  
3. Which of the following should not appear on a resume?
  - A. Your name and address
  - B. Your e-mail address and phone number
  - C. Your age and race
  - D. Your work and education experience

#### **Daily Living**

4. If you buy milk that has a label stating that "best used by September 15<sup>th</sup>," this means...?
  - A. You need to use the product by September 1<sup>st</sup>
  - B. You need to use the product by September 15<sup>th</sup>
  - C. You need to buy the product by September 15<sup>th</sup>
  - D. You need to use the product by October 1<sup>st</sup>

5. A recipe requires you to add "4 tsp. of flour." How much flour should you add?
  - A. 4 cups
  - B. 4 eyedropper drops
  - C. 4 tablespoons
  - D. 4 teaspoons
  
6. To get the best prices at the grocery store, you should...?
  - A. Shop when you are hungry
  - B. Take a grocery list and compare prices on the items you want to buy
  - C. Buy only the products that are on sale, no matter what they are
  - D. Buy only enough for what you plan to eat that day

### **Housing & Money Management**

7. All taxable income, less IRS allowable adjustments to income, is called...?
  - A. Net income (NI)
  - B. Adjusted Gross Income (AGI)
  - C. FICA
  - D. Annual Percentage Yield (APY)
  
8. A large extra payment that may be charged at the end of a loan or lease is called...?
  - A. A surprise payment
  - B. A Balloon Payment
  - C. An amortization
  - D. An Adjustable Rate Mortgage (ARM)
  
9. The period of time between the date a loan payment is due and when it is late is called?
  - A. A grace period
  - B. Float time
  - C. Index
  - D. Liability on an account

### **Self Care**

10. Which of the following blood-alcohol levels is defined as legally drunk in all of the United States?
  - A. .08 or more
  - B. .06
  - C. .04
  - D. .02

11. If you have a severe sharp pain on the right side of your abdomen, you should...?
- A. Ignore it; it is probably indigestion
  - B. Pay close attention to it; it may be appendicitis
  - C. Lay down until it goes away
  - D. Eat something because this means you are hungry
12. If a woman missed her period, starts to have an enlarged abdomen, and experiences some nausea and vomiting, what is very likely true about her?
- A. She may have the flu
  - B. She may have a venereal disease
  - C. She may be pregnant
  - D. She may need to see a psychotherapist

### **Social Relationships**

13. The most important ingredient to a successful personal relationship is?
- A. Sex
  - B. Financial wealth
  - C. Trust
  - D. Humor
14. What is the ideal number of close friends to have?
- A. 1
  - B. 2
  - C. 3
  - D. None of the above; the ideal number varies from person to person
15. If someone you know worships differently than you, you should?
- A. Avoid them
  - B. Think you are better than they are
  - C. Respect them as much as anyone else
  - D. Try to make them your best friend

### **Work Life**

16. This helps you to remember to carry out all necessary job tasks, tackle the most important ones first, and not get stressed out by unimportant tasks:
- A. A to-do list
  - B. A desk calendar
  - C. A calculator
  - D. A diary
17. A job application will probably ask for the following:
- A. Your name
  - B. Your social security number
  - C. Your proof of eligibility to work in the country
  - D. All of the above

18. If a job ad says “must be a self-starter,” this means that you will probably?
- A. Have a great deal of direction from your supervisor
  - B. Have very little direction from your supervisor
  - C. Be doing direct sales
  - D. Be doing a great deal of planning and forecasting in your job

### **Extra Items**

19. When you're hired to a new job, you usually?
- A. Will have probationary status
  - B. Will get retirement benefits
  - C. Will get a raise within the first two weeks
  - D. Will get a vacation within the first 3 months
20. The best way to clean a wool sweater is to?
- A. Machine wash it in hot water, with mild detergent
  - B. Machine wash it in cold water, with regular detergent
  - C. Take it to a dry cleaner or hang it to air out
  - D. Hand wash it in hot water, with regular detergent
21. If you eat a steady diet of fast food, you will probably?
- A. Forget how to cook
  - B. Have more time to do things you'd rather do
  - C. Have more friends
  - D. Gain weight

### **Assessment Evaluation**

1. **Not counting today, how many times have you taken an ACLSA?**

\_\_\_\_\_

2. **I filled out this assessment (please mark all that apply):**

- With an adult       By myself       With a friend

3. **How did you like this assessment?**

- I liked it       It was OK       I didn't like it

**Additional Questions**

This section is for use with questions provided by your school, agency or caregiver.  
If no questions have been given to you, you may stop here. Thank you.

	A	B	C	D	E
1					
2					
3					
4					
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6					
7					
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17					
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19					
20					

**EXHIBIT B-1**

**PROVIDER'S NAME  
TRANSITIONAL HOUSING PROGRAM FOR EMANCIPATED FOSTER/PROBATION  
YOUTH (THP-Plus)  
PRICING SCHEDULE**

CONTRACTOR hereby agrees to perform the services, the scope of which is set forth in the above-identified contract for the County of Los Angeles, under all of the terms and conditions specified in the Statement of Work, Exhibits, Performance Requirements Summary, Attachments and Contract.

Prices include all applicable charges and costs associated with receipt, delivery, confirmation, and any other costs necessary in the performance of all tasks outlined in the Statement of Work, Exhibits, Attachments, and Contract.

TRANSITIONAL HOUSING PROGRAM FOR EMANCIPATED FOSTER/PROBATION YOUTH (THP- Plus)	Pro Rata Payment Per Unit of Service
put agency name here CONTRACTOR shall never exceed its approved maximum capacity of THP-Plus participants per month as stated in Part I: Unique Terms and Conditions, Section 5.0 CONTRACT SUM, Subsection 5.6.	\$2,200.00 per month per THP-Plus participant.

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Print Name and Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Print Name and Title

\_\_\_\_\_  
Date

**PROVIDER'S NAME**

TRANSITIONAL HOUSING PROGRAM FOR EMANCIPATED  
FOSTER/PROBATION YOUTH (THP-Plus)

**LINE ITEM BUDGET**

(Insert each agency's budget here)

**SAMPLE LINE ITEM BUDGET SHEET**

Contractor's  
Name: \_\_\_\_\_

Service Category: \_\_\_\_\_

Date  
Prepared: \_\_\_\_\_

**DIRECT COST** (List each staff classification)

Payroll:	FTE*	Hourly Rate	Monthly Salary
Employee Classification	_____	\$ _____	\$ _____
Employee Classification	_____	\$ _____	\$ _____
Employee Classification	_____	\$ _____	\$ _____
Others (Please continue to list)			

**Total Salaries and Wages** \$ \_\_\_\_\_

\*FTE = Full Time Equivalent Positions

Employee Benefits	No. of Employees	Monthly Cost per FTE
Medical Insurance	_____	\$ _____
Dental Insurance	_____	\$ _____
Life Insurance	_____	\$ _____
Other (list)	_____	\$ _____

**Total Benefits** \$ \_\_\_\_\_

Payroll Taxes (List all appropriate, e.g., FICA, SUI, Workers' Compensation, etc.)

_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____

**Total Payroll Taxes** \$ \_\_\_\_\_

Insurance (List Type/Coverage. See Part I, Section 5.2, Insurance Coverage Requirements)

_____	\$ _____
_____	\$ _____
Vehicles	\$ _____
Supplies	\$ _____
Services	\$ _____
Office Equipment	\$ _____
Telephone/Utilities	\$ _____
Other (please continue to list)	\$ _____

**Total Insurance/Misc. S & S** \$ \_\_\_\_\_

**TOTAL DIRECT COSTS** \$ \_\_\_\_\_

**INDIRECT COST** (List all appropriate)

General Accounting/Bookkeeping	\$ _____
Management Overhead (Specify)	\$ _____
Other (Specify)	\$ _____

**TOTAL INDIRECT COSTS** \$ \_\_\_\_\_

**TOTAL DIRECT AND INDIRECT COST** \$ \_\_\_\_\_

**TOTAL MONTHLY COSTS** \$ \_\_\_\_\_

Department of Children and Family Services  
Transitional Housing Program for Emancipated Foster/Probation Youth (THP-Plus)

**INSTRUCTIONS FOR PREPARING LINE ITEM BUDGET AND BUDGET JUSTIFICATION NARRATIVE.**

The following are the instructions for completing the Line Item Budget Sheet.

Instructions:

Provide identifying information by entering the Contractor's Name, and Service Category:

**Program Expenses:**

There are 2 kinds of expenses or costs under this project; **Direct Costs and Indirect Costs:**

**Direct Costs** are those costs that can be identified specifically with a particular program, which in this case is the THP-Plus program. Examples of direct costs include salaries and benefits of employees working on the program, Payroll taxes like FICA, Medicare and Workers' Compensation, supplies and other items purchased specifically for the program, and Support Services Expenses.

- A. Salaries and Employee Benefits
- Title of position: List each staff classification who provide direct services, except consultants.
  - Full Time Equivalent (FTE). Enter the total percentage of time that each employee will work for this particular type of service. If all of the employee's time will be spent on this contract put 100% (100% means 40 hours per week). If less than 40 hours per week will be spent on the contract by an employee, enter the correct percentage of time.
  - Hourly Rate. Enter the hourly rate of the employee. If the employee is salaried, and paid monthly, divide the monthly salary by 173.33 hours to arrive at his/her hourly rate. (173.33 hours is the equivalent number of hours a salaried employee worked for a month).
  - Monthly Salary: For each position, multiply Full Time Equivalent (FTE) by the employee hourly rate then multiply by 173.33 hours.
  - Total Salaries: Add the amounts in the Monthly Salary Column.
  - Employee Benefits: Indicate the costs of each benefits for which the agency is responsible (e.g., FICA, SUI, Worker's Compensation, retirement, medical and dental insurance).
  - Payroll Taxes: List all appropriate payroll taxes, e.g., FICA, SUI, Workers' Compensation.

- B. Support Services Expenses and other Miscellaneous Expenses:  
List all other expenses specifically related to the program and indicate total cost to be charged for each. Examples are, telephone, food voucher, rental subsidy, educational supplies, office supplies

Total Direct Costs is the sum of A and B.

**Indirect Costs:**

Indirect costs are those costs that have been incurred for common or joint objectives and cannot be readily identified with a particular final cost objective or program. Examples of indirect costs include salaries, employee benefits, supplies, and other costs related to general administration of the organization, depreciation and use allowances, and the salaries and expenses of executive officers, personnel administration, and accounting.

Total Indirect Costs - Sum of all other expenses under Indirect Cost.

Total Monthly Costs - Sum of Total Direct and Indirect Costs

## BUDGET JUSTIFICATION INSTRUCTIONS

On a separate page, clearly labeled as budget justification (place immediately after the Line Item Budget Sheet), write a brief narrative justification for each of the amounts entered on the line item budget sheet.

### **A. Salaries and Employee Benefits**

List each position by job title and educational degree, and justify each position by relating it to specific program objectives. Do not include consultants/sub-contractors in this category. Also indicate any positions that are to be paid on an hourly rate, the rate and expected number of hours to be worked, both in the budget and in the justification text (e.g., 100 hours x \$15.00/hour). For personnel who provide both direct service and administrative responsibilities, indicate the percent (%) and dollar amount attributed to each.

Please specify the employee benefits rate, and identify any position for which no benefits will be paid.

### **B. Support Services Expenses and other Miscellaneous Expenses:**

Identify and justify all costs necessary for the performance of the program. The costs should conform to your proposed program objectives. If there is facility rent/lease, identify the address of the facility where program services will be provided. Indicate the total square footage and amount that will be charged to the contracted program.

### **C. Indirect Cost**

Identify the indirect cost rate (if any) and the basis upon which the rate is computed.

Indirect cost or administrative overhead are costs that were incurred for a common joint purpose benefiting more than one cost objective, and not readily attributable to any particular program or service. These costs include salaries, wages, and fringe benefits of administrative personnel whose effort benefits more than one cost objective; operational and maintenance costs that benefit more than one cost objective; and/or expenses such as rent for percentage of space occupied by administrative personnel.

**THP-PLUS ESTIMATED COST PER MONTH PER PARTICIPANT**

**BUDGET:**

County \_\_\_\_\_ THP+ Agency Provider \_\_\_\_\_  
 County Contact \_\_\_\_\_ Agency Contact \_\_\_\_\_  
 County phone \_\_\_\_\_ Agency phone \_\_\_\_\_  
 County Email \_\_\_\_\_ Agency Email \_\_\_\_\_

<b>Maintenance Costs</b>		<b>Monthly Expenses</b>
<b>Participant Allowance</b>	Transportation	\$
	Food, Cleaning Supplies	\$
	Recreation	\$
	Clothing	\$
	Allowance/Savings/Emancipation Fund	\$
	Telephone	\$
	Miscellaneous	\$
	Subtotal	\$
<b>Housing Expenses</b>	Utilities (trash, electricity, etc.)	\$
	Rent	\$
	Total	\$
<b>Admin. Costs</b>	Administrative Costs	\$
	THPP/THP-Plus Staff Support	\$
	Staff Development	\$
<b>Social Work</b>	Social Work *non federal eligible costs	\$
	Social Work Supervision	\$
<b>Total Youth Budget</b>	<b>Maintenance, Admin. &amp; Social Work costs Total</b>	\$
<b>Base Rate</b>	<b>*Eligible Federal costs only</b>	\$2,200
<b>Total Program Budget (Per Youth)</b>	<b>*Add Maintenance, Admin. &amp; additional amount above the base rate.</b>	

## INVOICE FOR TRANSITIONAL HOUSING PROGRAM - PLUS (THP-PLUS) SERVICES

Agency Name: \_\_\_\_\_

Date: \_\_\_\_\_

Address: \_\_\_\_\_

Billing Month: \_\_\_\_\_

Rate: \_\_\_\_\_

Tax Identification Number: \_\_\_\_\_

No.	THP - Plus Participants Name		State Case #	Service Start Date	Service End Date	No. of Days	Amount Billed	DCFS	PROBATION	
	Last	First								
1										
2										
3										
4										
5										
6										
7										
8										
9										
10										
11										
12										
13										
14										
15										
<b>TOTAL:</b>										

(Add additional pages as needed)

**CERTIFICATION:**

I certify to the best of my knowledge and belief this invoice is true in all respect.

Prepared By:

Signature \_\_\_\_\_

Date \_\_\_\_\_

Print Name \_\_\_\_\_

Phone \_\_\_\_\_

Approved By:

Signature (Agency Representative) \_\_\_\_\_

Date \_\_\_\_\_

Print Name (Agency Representative) \_\_\_\_\_

Phone \_\_\_\_\_

**DCFS USE**

Reviewed & Approved By:

Signature (DCFS Program Manager) \_\_\_\_\_

Date \_\_\_\_\_

Print Name (DCFS Program Manager) \_\_\_\_\_

Phone \_\_\_\_\_

County of Los Angeles  
Department of Children and Family Services

**EXHIBIT D: ATTACHMENTS**

**CONTRACTOR'S EQUAL EMPLOYMENT OPPORTUNITY (EEO) CERTIFICATION**

---

Contractor's Name

---

Address

---

Internal Revenue Service Employer Identification Number

**GENERAL**

In accordance with the Section 22001, Administrative Code of the County of Los Angeles, the contractor, supplier, or vendor certifies and agrees that all persons employed by such firm, its affiliates, subsidiaries, or holding companies are and will be treated equally by the firm without regard to or because of race, religion, ancestry, national origin or sex and in compliance with all anti-discrimination laws of the United States of America and the State of California.

**CONTRACTOR'S CERTIFICATION**

- |    |   |         |        |
|----|---|---------|--------|
| 1. | The CONTRACTOR has a written policy statement prohibiting discrimination in all phases of employment.   | YES [ ] | NO [ ] |
| 2. | The CONTRACTOR periodically conducts a self-analysis or utilization analysis of its work force.   | YES [ ] | NO [ ] |
| 3. | The CONTRACTOR has a system for determining if its employment practices are discriminatory against protected groups.  | YES [ ] | NO [ ] |
| 4. | Where problem areas are identified in employment practices, the CONTRACTOR has a system for taking reasonable corrective action to include establishment of goals or time tables. | YES [ ] | NO [ ] |

---

Name of Firm

---

Print Name and Title

---

Authorized Signature

---

Date

**COMMUNITY BUSINESS ENTERPRISE FORM (CBE)**

**FIRM/ORGANIZATION INFORMATION**

INSTRUCTIONS: **All Bidders/contractors must have this form on file** with the Department of Children and Family Services to be considered in compliance with federal, state and local contracting regulations. The information requested below is for statistical purposes only. Categories listed below are based on those described in 49 CFR § 23.5. Complete this form as indicated. **Non-profit firms are exempt from completing this form** -- indicate the type of business structure as "Non-profit Organization" and return the form to DCFS.

**TYPE OF BUSINESS STRUCTURE:** \_\_\_\_\_  
 (Corporation, Partnership, Sole Proprietorship, etc. – Non-profit organizations indicate here and discontinue)

**TOTAL NUMBER OF EMPLOYEES IN FIRM (including owners):** \_\_\_\_\_

**CULTURAL/ETHNIC COMPOSITION OF FIRM (Partners, Associate Partners, Managers, Staff, etc.). Please break down the above total number of employees into the following categories:**

	OWNERS/ PARTNERS/ ASSOCIATE PARTNERS	MANAGERS	STAFF
Black/African American			
Hispanic/Latin American			
Asian American			
American Indian/Alaskan Native			
White			
<b>Based on the above categories, please indicate the total numbers of men and women in the firm:</b>			
Male			
Female			

**PERCENTAGE OF OWNERSHIP IN FIRM** Please indicate by percentage (%) how ownership of the firm is distributed.

	BLACK/ AFRICAN AMERICAN	HISPANIC/ LATIN AMERICAN	ASIAN AMERICAN	AMERICAN INDIAN/ ALASKAN NATIVE	WHITE
Men	%	%	%	%	%
Women	%	%	%	%	%

**CERTIFICATION AS MINORITY, WOMEN, DISADVANTAGED, AND DISABLED VETERANS BUSINESS ENTERPRISES** Is your firm currently certified as a minority, women-owned, disadvantaged or disabled veterans business enterprise by a public agency? (If yes, complete the following and attach a copy of your notice of certification.)

M W D DV

Agency \_\_\_\_\_ Expiration Date \_\_\_\_\_  
 Agency \_\_\_\_\_ Expiration Date \_\_\_\_\_  
 Agency \_\_\_\_\_ Expiration Date \_\_\_\_\_  
 Agency \_\_\_\_\_ Expiration Date \_\_\_\_\_

LEGEND: M = Minority; W = Women; D = Disadvantaged; DV = Disabled Veterans

**LAC/CBE SANCTIONS**

1. A person or business shall not:
  - a. Knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining, retaining or attempting to obtain or retain, acceptance or certification as a minority or women business enterprise, or both, for the purposes of this article.
  - b. Willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the acceptance or certification or denial of acceptance or certification of any entity as a minority or women business enterprise, or both.
  - c. Willfully and knowingly obstruct, impede, or attempt to obstruct or impede, any county official or employee who is investigating the qualifications of a business entity which has requested acceptance or certification as a minority or women business enterprise, or both.
  - d. Knowingly and with intent to defraud, fraudulently obtain, attempt or obtain, or aid another person or business in fraudulently obtaining or attempting to obtain, public moneys to which the person or business is not entitled under this article.
2. Any person or business who violates paragraph (1) shall be suspended from bidding on, or participating as contractor, Subcontractor, or supplier in any County contract or project for a period of three years.
3. No County agency with the powers to award contracts shall enter into any contract with any person or business suspended for violating this section during the period of the person's or business' suspension. No awarding department shall award a contract to any contractor utilizing the services of any person or business as a Subcontractor suspended for violating this section during the period of the person's or business suspension.

I acknowledge, that the undersigned, on behalf of himself or herself individually and on behalf of his or her business or organization, if any, is fully aware of the above policy of the County of Los Angeles and I declare under penalty of perjury that the foregoing Firm/Organization Information is true and correct.

\_\_\_\_\_  
AUTHORIZED SIGNATURE

\_\_\_\_\_  
DATE

\_\_\_\_\_  
Name / Title / Name of Company or Organization

**CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT**

(Note: This certification is to be executed and returned to County with Contractor's executed Contract. Work cannot begin on the Contract until County receives this executed document.)

CONTRACTOR NAME \_\_\_\_\_ Contract No. \_\_\_\_\_

GENERAL INFORMATION:

The Contractor referenced above has entered into a contract with the County of Los Angeles to provide certain services to the County. The County requires the Corporation to sign this Contractor Acknowledgement, Confidentiality, and Copyright Assignment Agreement.

CONTRACTOR ACKNOWLEDGEMENT:

Contractor understands and agrees that the Contractor employees, consultants, Outsourced Vendors and independent contractors (Contractor's Staff) that will provide services in the above referenced agreement are Contractor's sole responsibility. Contractor understands and agrees that Contractor's Staff must rely exclusively upon Contractor for payment of salary and any and all other benefits payable by virtue of Contractor's Staff's performance of work under the above-referenced contract.

Contractor understands and agrees that Contractor's Staff are not employees of the County of Los Angeles for any purpose whatsoever and that Contractor's Staff do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles by virtue of my performance of work under the above-referenced contract. Contractor understands and agrees that Contractor's Staff will not acquire any rights or benefits from the County of Los Angeles pursuant to any agreement between any person or entity and the County of Los Angeles.

CONFIDENTIALITY AGREEMENT:

Contractor and Contractor's Staff may be involved with work pertaining to services provided by the County of Los Angeles and, if so, Contractor and Contractor's Staff may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, Contractor and Contractor's Staff may also have access to proprietary information supplied by other vendors doing business with the County of Los Angeles. The County has a legal obligation to protect all such confidential data and information in its possession, especially data and information concerning health, criminal, and welfare recipient records. Contractor and Contractor's Staff understand that if they are involved in County work, the County must ensure that Contractor and Contractor's Staff, will protect the confidentiality of such data and information. Consequently, Contractor must sign this Confidentiality Agreement as a condition of work to be provided by Contractor's Staff for the County.

Contractor and Contractor's Staff hereby agrees that they will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced contract between Contractor and the County of Los Angeles. Contractor and Contractor's Staff agree to forward all requests for the release of any data or information received to County's Project Manager.

Contractor and Contractor's Staff agree to keep confidential all health, criminal, and welfare recipient records and all data and information pertaining to persons and/or entities receiving services from the County, design concepts, algorithms, programs, formats, documentation, Contractor proprietary information and all other original materials produced, created, or provided to Contractor and Contractor's Staff under the above-referenced contract. Contractor and Contractor's Staff agree to protect these confidential materials against disclosure to other than Contractor or County employees who have a need to know the information. Contractor and Contractor's Staff agree that if proprietary information supplied by other County vendors is provided to me during this employment, Contractor and Contractor's Staff shall keep such information confidential.

Contractor and Contractor's Staff agree to report any and all violations of this agreement by Contractor and Contractor's Staff and/or by any other person of whom Contractor and Contractor's Staff become aware.

**ATTACHMENT C-1**

Contractor and Contractor's Staff acknowledge that violation of this agreement may subject Contractor and Contractor's Staff to civil and/or criminal action and that the County of Los Angeles may seek all possible legal redress.

The County shall have the right to register all copyrights in the name of the County of Los Angeles and shall have the right to assign, license, or otherwise transfer any and all of the County's right, title, and interest, including, but not limited to, copyrights, in and to the items described above.

Contractor and Contractor's Staff acknowledge that violation of this agreement may subject them to civil and/or criminal action and that the County of Los Angeles may seek all possible legal redress.

SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_/\_\_\_\_/\_\_\_\_

PRINTED NAME: \_\_\_\_\_

POSITION: \_\_\_\_\_

**CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT FORM**

**(Note: This certification is to be executed and returned to County with Contractor's executed Contract. Work cannot begin on the Contract until County receives this executed document.)**

Contractor Name \_\_\_\_\_ Contract No. \_\_\_\_\_

Employee Name \_\_\_\_\_

GENERAL INFORMATION:

Your employer referenced above has entered into a contract with the County of Los Angeles to provide certain services to the County. The County requires your signature on this Contractor Employee Acknowledgement and Confidentiality Agreement.

EMPLOYEE ACKNOWLEDGEMENT:

I understand and agree that the Contractor referenced above is my sole employer for purposes of the above-referenced contract. I understand and agree that I must rely exclusively upon my employer for payment of salary and any and all other benefits payable to me or on my behalf by virtue of my performance of work under the above-referenced contract.

I understand and agree that I am not an employee of the County of Los Angeles for any purpose whatsoever and that I do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles by virtue of my performance of work under the above-referenced contract. I understand and agree that I do not have and will not acquire any rights or benefits from the County of Los Angeles pursuant to any agreement between any person or entity and the County of Los Angeles.

I understand and agree that I may be required to undergo a background and security investigation(s). I understand and agree that my continued performance of work under the above-referenced contract is contingent upon my passing, to the satisfaction of the County, any and all such investigations. I understand and agree that my failure to pass, to the satisfaction of the County, any such investigation shall result in my immediate release from performance under this and/or any future contract.

CONFIDENTIALITY AGREEMENT:

I may be involved with work pertaining to services provided by the County of Los Angeles and, if so, I may have access to confidential data, information, and records pertaining to persons and/or entities receiving services from the County. In addition, I may also have access to proprietary information supplied by other vendors doing business with the County of Los Angeles.

The County has a legal obligation to protect all data, information, and records made confidential by any federal, state and/or local laws or regulations (hereinafter referred to collectively as "CONFIDENTIAL DATA, INFORMATION, AND RECORDS") in its possession, especially juvenile, health, mental health, education, criminal, and welfare recipient records. (See e.g. 42 USC 5106a; 42 USC 290dd-2; 42 CFR 2.1 et seq.; Welfare & Institutions Code sections 827, 4514, 5238, and 10850; Penal Code sections 1203.05 and 11167 et seq.; Health & Safety Code sections 120975, 123110 et seq. and 123125; Civil Code section 56 et seq.; Education Code sections 49062 and 49073 et seq.; California Rules of Court, rule 1423; and California Department of Social Services Manual of Polices and Procedures, Division 19).

I understand that if I am involved in County work, the County must ensure that I, too, will protect the confidentiality of such CONFIDENTIAL DATA, INFORMATION, AND RECORDS. Consequently, I understand that I must sign this agreement as a condition of my work to be provided by my employer for the County. I have read this agreement and have taken due time to consider it prior to signing.

**I hereby agree to protect all CONFIDENTIAL DATA, INFORMATION, AND RECORDS learned or obtained by me, in any manner or form, while performing work pursuant to the above-referenced contract between my employer and the County of Los Angeles. Further, I hereby agree that I will not discuss, disclose, or disseminate, in any manner or form, such CONFIDENTIAL DATA, INFORMATION, AND RECORDS which I learned or obtained while performing work pursuant to the above-referenced contract between my employer and the County of Los Angeles to any person not specifically authorized by law or by order of the appropriate court. I agree to forward all requests for the release of any CONFIDENTIAL DATA, INFORMATION, AND RECORDS received by me to my immediate supervisor.**

**ATTACHMENT C-2 Cont.**

**I understand that I may not discuss, disclose, or disseminate anything to anyone not specifically authorized by law or by order of the appropriate court which could potentially identify an individual who is the subject of or referenced to in any way in any CONFIDENTIAL DATA, INFORMATION, AND RECORDS.**

I further agree to keep confidential all CONFIDENTIAL DATA, INFORMATION, AND RECORDS pertaining to persons and/or entities receiving services from the County, design concepts, algorithms, programs, formats, documentation, Contractor proprietary information and all other original materials produced, created, or provided to or by me under the above-referenced contract. I agree that if proprietary information supplied by other County vendors is provided to me during this employment, I shall keep such information confidential.

I further agree to report to my immediate supervisor any and all violations of this agreement by myself and/or by any other person of whom I become aware. I agree to return all CONFIDENTIAL DATA, INFORMATION, AND RECORDS to my immediate supervisor upon completion of this contract or termination of my employment with my employer, whichever occurs first.

I understand and acknowledge that the unauthorized discussion, disclosure, or dissemination, in any manner or form, of CONFIDENTIAL DATA, INFORMATION, AND RECORDS may subject me to civil and/or criminal penalties.

SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_/\_\_\_\_/\_\_\_\_

PRINTED NAME: \_\_\_\_\_

POSITION: \_\_\_\_\_

**ATTACHMENT D**

**CONTRACT FOR CONTRACTOR NON-EMPLOYEE ACKNOWLEDGEMENT,  
CONFIDENTIALITY, AND COPYRIGHT ASSIGNMENT AGREEMENT**

**(Note: This certification is to be executed and returned to County with Contractor's executed Contract. Work cannot begin on the Contract until County receives this executed document.)**

Contractor Name \_\_\_\_\_ Contract No. \_\_\_\_\_

Non-Employee Name \_\_\_\_\_

GENERAL INFORMATION:

The Contractor referenced above has entered into a contract with the County of Los Angeles to provide certain services to the County. The County requires your signature on this Contractor Non-Employee Acknowledgement and Confidentiality Agreement.

NON-EMPLOYEE ACKNOWLEDGEMENT:

I understand and agree that the Contractor referenced above has exclusive control for purposes of the above-referenced contract. I understand and agree that I must rely exclusively upon the Contractor referenced above for payment of salary and any and all other benefits payable to me or on my behalf by virtue of my performance of work under the above-referenced contract.

I understand and agree that I am not an employee of the County of Los Angeles for any purpose whatsoever and that I do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles by virtue of my performance of work under the above-referenced contract. I understand and agree that I do not have and will not acquire any rights or benefits from the County of Los Angeles pursuant to any agreement between any person or entity and the County of Los Angeles.

I understand and agree that I may be required to undergo a background and security investigation(s). I understand and agree that my continued performance of work under the above-referenced contract is contingent upon my passing, to the satisfaction of the County, any and all such investigations. I understand and agree that my failure to pass, to the satisfaction of the County, any such investigation shall result in my immediate release from performance under this and/or any future contract.

CONFIDENTIALITY AGREEMENT:

I may be involved with work pertaining to services provided by the County of Los Angeles and, if so, I may have access to confidential data, information, and records pertaining to persons and/or entities receiving services from the County. In addition, I may also have access to proprietary information supplied by other vendors doing business with the County of Los Angeles.

The County has a legal obligation to protect all data, information, and records made confidential by any federal, state and/or local laws or regulations (hereinafter referred to collectively as "CONFIDENTIAL DATA, INFORMATION, AND RECORDS") in its possession, especially juvenile, health, mental health, education, criminal, and welfare recipient records. (See e.g. 42 USC 5106a; 42 USC 290dd-2; 42 CFR 2.1 et seq.; Welfare & Institutions Code sections 827, 4514, 5238, and 10850; Penal Code sections 1203.05 and 11167 et seq.; Health & Safety Code sections 120975, 123110 et seq. and 123125; Civil Code section 56 et seq.; Education Code sections 49062 and 49073 et seq.; California Rules of Court, rule 1423; and California Department of Social Services Manual of Polices and Procedures, Division 19).

I understand that if I am involved in County work, the County must ensure that I, too, will protect the confidentiality of such CONFIDENTIAL DATA, INFORMATION, AND RECORDS. Consequently, I understand that I must sign this agreement as a condition of my work to be provided by the above-referenced Contractor for the County. I have read this agreement and have taken due time to consider it prior to signing.

**I hereby agree to protect all CONFIDENTIAL DATA, INFORMATION, AND RECORDS learned or obtained by me, in any manner or form, while performing work pursuant to the above-referenced contract between the above-referenced Contractor and the County of Los Angeles. Further, I hereby agree that I will not discuss, disclose, or disseminate, in any manner or form, such CONFIDENTIAL DATA, INFORMATION, AND RECORDS which I learned or obtained while performing work pursuant to the above-referenced contract between the above-referenced Contractor and the County of Los Angeles to any person not specifically authorized by law or by order of the appropriate court. I agree to forward all requests for the release of any CONFIDENTIAL DATA, INFORMATION, AND RECORDS received by me to the above-referenced Contractor.**

**ATTACHMENT D Cont.**

**I understand that I may not discuss, disclose, or disseminate anything to anyone not specifically authorized by law or by order of the appropriate court which could potentially identify an individual who is the subject of or referenced to in any way in any CONFIDENTIAL DATA, INFORMATION, AND RECORDS.**

I further agree to keep confidential all CONFIDENTIAL DATA, INFORMATION, AND RECORDS pertaining to persons and/or entities receiving services from the County, design concepts, algorithms, programs, formats, documentation, Contractor proprietary information and all other original materials produced, created, or provided to or by me under the above-referenced contract. I agree that if proprietary information supplied by other County vendors is provided to me during this employment, I shall keep such information confidential.

I further agree to report to the above-referenced Contractor any and all violations of this agreement by myself and/or by any other person of whom I become aware. I agree to return all CONFIDENTIAL DATA, INFORMATION, AND RECORDS to the above-referenced Contractor upon completion of this contract or termination of my services hereunder, whichever occurs first.

I understand and acknowledge that the unauthorized discussion, disclosure, or dissemination, in any manner or form, of CONFIDENTIAL DATA, INFORMATION, AND RECORDS may subject me to civil and/or criminal penalties.

SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_/\_\_\_\_/\_\_\_\_

PRINTED NAME: \_\_\_\_\_

POSITION: \_\_\_\_\_

**AUDITOR-CONTROLLER CONTRACT ACCOUNTING  
AND ADMINISTRATION HANDBOOK**

The following handbook is designed for inclusion in most contracts for services entered into by County departments. The purpose of the handbook is to establish accounting, internal control, financial reporting, and contract administration standards for organizations (contractors) who contract with the County.

## **AUDITOR-CONTROLLER CONTRACT ACCOUNTING AND ADMINISTRATION HANDBOOK**

The purpose of this Handbook is to establish required accounting, financial reporting, and internal control standards for entities (contractor), which contract with the Los Angeles County.

The accounting, financial reporting and internal control standards described in this Handbook are fundamental. These standards are not intended to be all-inclusive or replace acceptable existing procedures or preclude the use of more sophisticated methods. Instead, this Handbook represents the minimum required procedures and controls that must be incorporated into a CONTRACTOR'S accounting and financial reporting systems. The internal control standards described are those that apply to organizations with adequate staffing. Organizations with a smaller staff must attempt to comply with the intent of the standards and implement internal control systems appropriate to the size of their staff/organization. The CONTRACTOR'S Subcontractors must also follow these standards unless otherwise stated in the Contract.

### **A. ACCOUNTING AND FINANCIAL REPORTING**

#### **1.0 BASIS OF ACCOUNTING**

Contractors may elect to use either the cash basis or accrual basis method of accounting for recording financial transactions. Monthly invoices must be prepared on the same basis that is used for recording financial transactions.

1.1 The County recommends the use of the accrual basis for recording financial transactions.

##### Accrual Basis

Under the accrual basis, revenues are recorded in the accounting period in which they are earned (rather than when cash is received). Expenditures are recorded in the accounting period in which they are incurred (rather than when cash is disbursed).

##### Accruals

Accruals shall be recorded observing the following:

- ◆ Only accruals where cash will be disbursed within six months of the accrual date should be recorded.
- ◆ Recorded accruals must be reversed in the subsequent accounting period.

1.2 If an agent elects to use the cash basis for recording financial transactions during the year:

- ◆ Necessary adjustments must be made to record the accruals at the beginning and the end of the contract.
- ◆ All computations, supporting records, and explanatory notes used in converting from cash basis to the accrual basis must be retained.

### 1.3 Prepaid Expenses

Prepaid expenses (e.g., insurance, service agreements, lease agreements, etc.) should only be expensed during a given Agreement year to the extent goods and services are received during that Agreement year.

## 2.0 ACCOUNTING SYSTEM

Each agent shall maintain a double entry accounting system (utilizing debits and credits) with a General Journal, a Cash Receipts Journal, a General Ledger, and a Cash Disbursements Journal. The County recommends that a Payroll Register also be maintained. Postings to the General Ledger and Journals should be made on a monthly basis.

### 2.1 General Journal

A General Journal shall be maintained for recording adjusting entries, reversing entries, closing entries, and other financial transactions not normally recorded in the Cash Receipts Journal or Cash Disbursements Journal. Entries in the General Journal must be adequately documented, and entered in chronological order with sufficient explanatory notations.

Example:	DR	CR
Rent Expense	100	
Rent Payable		100

To record accrued rent to March 31, 20XX

### 2.2 Cash Receipts Journal

A Cash Receipts Journal shall be maintained for recording all cash receipts (e.g., County warrants, contributions, interest income, etc.).

The Cash Receipts Journal shall contain (minimum requirements) the following column headings:

- Date
- Receipt number
- Cash debit columns
- Income credit columns for the following accounts:
  - County payments (one per funding source)
  - Contributions

- Other Income (Grants, sales of supplies/services, rental income, miscellaneous revenue, fees, etc.)
- Description (Entries in the description column must specify the source of cash receipts.)

### 2.3 Cash Disbursements Journal

A Cash Disbursements Journal shall be maintained for recording all cash disbursements (e.g., rent, utilities, maintenance, etc.)

The Cash Disbursements Journal shall contain (minimum requirements) the following column headings:

- Date
- Check number
- Cash (credit) column
- Expense account name
- Description

Note (1) Separate expense columns are recommended for salary expense and other recurring expense classifications for each program.

Note (2) Entries in the description column must specify the nature of the expense and the corresponding expense classification if not included in the column heading.

Note (3) Checks should not be written to employees (other than payroll, mileage, travel, and petty cash custodian checks.)

A Check Register may be substituted for the Cash Disbursements Journal, but this is not recommended. If used, the Check Register must contain the same expense classifications and description information required when a Cash Disbursements Journal is used.

Disbursements without supporting documentation will be disallowed on audit. Cancelled checks and credit card statements (VISA, AMEX, department store, etc.) will not constitute acceptable support. (See Section A.3.2 and B.2.4) for additional guidance.

### 2.4 General Ledger

A General Ledger shall be maintained with accounts for all assets, liabilities, fund balances, expenditures, and revenues. Separate accounts must be maintained for each County program's expenses and revenues.

### 2.5 Chart of Accounts

A Chart of Accounts shall be maintained:

- The County recommends that agents use the expense account titles on the monthly invoice submitted to the County.
- If the contractor uses account titles, which differ from the account titles on the monthly invoice, each account title must clearly identify the nature of the transaction(s) posted to the account.
- Contractor must consistently post transactions that are of a similar nature to the same account. For example, all expenses for travel shall be posted to the account titled "travel" or "travel expense" and not intermixed with other expense accounts.

## 2.6 Payroll Register

The County recommends that a Payroll Register be maintained for recording all payroll transactions. The Register should contain the following:

- Name
- Position
- Social Security Number
- Salary (hourly wage)
- Payment Record including:
  - Accrual period
  - Gross pay
  - Itemized payroll deductions
  - Net pay amount
  - Check Number

If a Payroll Register is not used, the information in (2.6) must be recorded in the cash disbursement journal.

CONTRACTOR will ensure compliance with all applicable federal and State requirements for withholding payroll taxes (FIT, FICA, FUTA, SIT, SIU, etc.), reporting, filing (941, DE-7, W-2, W-4 and 1099s), and all applicable tax deposits.

Contractor will ensure compliance with Internal Revenue Service guidelines in properly classifying employees and independent contractors.

## 2.7 Contractor Invoices

Each agent shall present an invoice to the County each calendar month to report the financial activity of the month. In addition, if advanced funding is involved, an invoice shall be presented at the beginning of the contract period. Invoices shall be prepared in the manner prescribed by the County's contracting department.

### 3.0 RECORDS

Adequate care shall be exercised to safeguard the accounting records and supporting documentation. Any destruction or theft of the CONTRACTOR'S accounting records or supporting documentation shall be immediately reported to the County.

#### 3.1 Retention

All accounting records (e.g., journals, ledgers, etc.), financial records and supporting documentation (e.g., invoices, receipts, checks, etc.) must be retained for a minimum of five years after the termination of the CONTRACTOR'S agreement.

#### 3.2 Supporting Documentation

All revenues and expenditures shall be supported by original vouchers, invoices, receipts, or other documentation and shall be maintained in the manner described herein.

Invoices, receipts and canceled checks will be required to support an outlay of funds. Unsupported disbursements will be disallowed on audit. CONTRACTOR will be required to repay COUNTY for all disallowed costs. Photocopied invoices or receipts, any internally generated documents (i.e., vouchers, request for check forms, requisitions, canceled checks, etc.), and account statements do not constitute supporting documentation for purchases.

Supporting documentation is required for various types of expenditures as follows:

**Payroll** – time and attendance records signed by the employee and approved in writing by the supervisor, time distribution records by program accounting for total work time on a daily basis for all employees, records showing actual expenditures for Social Security and unemployment insurance, State and federal quarterly tax returns, federal W-2 forms, and federal W-4 forms.

**Consultant Services** – contracts, time and attendance records, billing rates, travel vouchers detailing purpose, time and location of travel, purchase orders and invoices for supplies and invoices or other supporting documentation detailing the nature of services provided.

**Travel** – travel policies of the CONTRACTOR (written); travel expense vouchers showing location, date and time of travel, purpose of trip, and rates claimed; vehicle mileage logs showing dates, destination and headquarters, purpose of trip, and mileage. Travel related to conferences should include conference literature detailing purpose of the conference.

Reimbursement rates for mileage shall not exceed applicable federal guidelines.

Reimbursement for actual receipts or per diem rates for meal expenses shall not exceed the maximum County's reimbursement rate for employees.

Receipts shall be required for lodging for approved out-of-town travel dates. Maximum reimbursable lodging amount is the maximum COUNTY reimbursement rate for employees for a single occupancy hotel accommodation.

**Operating Expenses** (e.g., utilities, office supplies, equipment rentals, etc.) – bona fide contracts or lease agreements, if any, and invoices and receipts detailing the cost and items purchased will constitute the primary supporting documentation. For internal control purposes, the CONTRACTOR may maintain vouchers, purchase orders, requisitions, stock received reports, bills of lading, etc.

**Outside Meals** - receipts and/or invoices for all meals, a record of the nature and purpose of each meal, and identification of the participants.

### 3.3 Payments to Affiliated Organizations or Persons

CONTRACTOR shall not make payments to affiliated organizations or persons for program expenses (e.g., salaries, services, rent, etc.) that exceed the lower of actual cost or the reasonable cost for such expenses. A reasonable cost shall be the price that would be paid by one party to another when the parties are dealing at arm's length (fair market price).

Organizations or persons (related parties) related to the CONTRACTOR or its members by blood, marriage, or through legal organization (corporation, partnership, association, etc.) will be considered affiliated for purposes of this Agreement. County shall be solely responsible for the determination of affiliation unless otherwise allowed and approved by the State or federal agencies.

Payments to affiliated organizations or persons will be disallowed on audit to the extent the payments exceed the lower of actual costs or the reasonable costs for such items.

### 3.4 Filing

All relevant supporting documentation for reported program expenditures and revenues shall be filed in a systematic and consistent manner. It is recommended that supporting documents be filed as follows:

- Checks – numerically
- Invoices – vendor name and date
- Vouchers – numerically

- Receipts – chronologically
- Timecards – pay period and alphabetically

### 3.5 Referencing

Accounting transactions posted to the CONTRACTOR'S books shall be appropriately cross-referenced to supporting documentation. It is recommended that expenditure transactions on the CONTRACTOR'S books be cross-referenced to the supporting documentation as follows:

- Invoices – vendor's name and date
- Checks – number
- Vouchers –number
- Revenue – receipt number

Supporting documentation for non-payroll expenditures (i.e., operating expenditures) should be cross-referenced to the corresponding check issued for payment. If multiple invoices are paid with one check, all related invoices should be bound together and cross-referenced to the check issued for payment.

## 4.0 DONATIONS AND OTHER SOURCES OF REVENUE

Restricted donations and other sources of revenue earmarked specifically for the Contract must be utilized on allowable contract expenditures.

## 5.0 AUDITS

The agent will make available for inspection and audit to County representatives, upon request, during working hours, during the duration of the contract and for a period of five years thereafter, all of its books and records relating to the operation by it of each project or business activity which is funded in whole or part with governmental monies, whether or not such monies are received through the County. All such books and records shall be maintained at a location within Los Angeles County.

### 5.1 Single Audit Requirements

OMB Circular 133, "Audits of State, Local Governments and Non Profit Organizations" requires that certain organizations receiving federal awards, including pass-through awards, have annual audits. Details are contained in the respective Circular.

A copy of any Single Audit reports must be filed with the County within the timeframes prescribed by the applicable Circular.

## **6.0 SUBCONTRACTS**

No CONTRACTOR shall subcontract services without the prior written consent of the County.

CONTRACTOR shall provide County with copies of all executed subcontracts and shall be responsible for the performance of their Subcontractors.

## **B. INTERNAL CONTROLS**

Internal controls safeguard the CONTRACTOR'S assets from misappropriations, misstatements or misuse. Each CONTRACTOR shall prepare necessary written procedures establishing internal controls for its personnel. The CONTRACTOR shall instruct all of its personnel in these procedures and continuously monitor operations to ensure compliance with them.

### **1.0 CASH RECEIPTS**

#### **1.1 Separate Fund or Cost Center**

All contract revenues shall be maintained in a bank account. If revenues from other sources are maintained in the same bank account, revenues for each source must be clearly identifiable on the accounting records through the use of cost centers or separate accounts.

#### **1.2 Deposits**

All checks shall be restrictively endorsed upon receipt.

Cash received shall be recorded on pre-numbered receipts. Checks shall be recorded on a check remittance log at the time of receipt.

Cash receipts (i.e., cash and checks) totaling \$500 or more shall be deposited within one day of receipt. Collections of less than \$500 may be held and secured and deposited weekly or when the total reaches \$500, whichever occurs first.

Duplicate deposit slips shall be retained and filed chronologically, and shall contain sufficient reference information for comparison to the Cash Receipts Journal (and individual receipts, if applicable).

#### **1.3 Separation of Duties**

An employee who does not handle cash shall record all cash receipts.

#### **1.4 Bank Reconciliation**

Bank statements should be received and reconciled by someone with no cash handling, check writing, or bookkeeping functions.

Monthly bank reconciliation should be prepared within 30 days of the bank statement date and reviewed by management for appropriateness and accuracy. The bank reconciliation should be signed by both the preparer and the reviewer. Reconciling items should be resolved timely.

## **2.0 DISBURSEMENTS**

### **2.1 General**

All disbursements for expenditures, other than petty cash, shall be made by check.

Blank check stock shall be secured and accounted for to preclude unauthorized use.

Checks shall not be payable to "cash" or signed in advance. Checks written to employees for reimbursement of out-of-pocket costs must be supported by receipts and invoices.

A second signature shall be required on all checks, unless otherwise specified in contract.

If the bookkeeper signs checks, a second signature shall be required on the checks, regardless of limits specified in contract.

Voided checks shall be marked void with the signature block cut out. The voided checks must be filed with the cancelled checks.

Unclaimed or undelivered checks shall be cancelled periodically.

All supporting documentation shall be referenced to check numbers and marked "paid" or otherwise canceled to prevent reuse or duplicate payments.

Disbursements without adequate supporting documentation will be disallowed on audit.

### **2.2 Approvals and Separation of Duties**

Employees responsible for approving cash disbursements and/or signing of checks shall examine all supporting documentation at the time the checks are approved and signed.

All disbursements, excluding petty cash purchases, shall be approved by persons independent of check preparation and bookkeeping activities.

### **2.3 Petty Cash**

A petty cash fund up to \$500 may be maintained for payment of small incidental expenses incurred by the CONTRACTOR (e.g., postage due, small purchases of office supply items, etc.). The CONTRACTOR must obtain written approval from the County to establish a petty cash fund greater than \$500.

Petty cash disbursements must be supported by invoices, store receipts or other external authenticating documents indicating the item purchased and the employee making the purchase. In the event that outside (external) supporting documentation is not obtainable for minor disbursements (under \$10), such as parking meters, etc., then documentation shall be considered as proper supporting documentation on a basis of reasonableness. Petty cash disbursements should not be used as a substitute for normal purchasing and disbursement practices i.e., payment by check).

The petty cash fund shall be maintained on an imprest basis. A check should be drawn to set up the fund and to make periodic reimbursements. Receipts, vouchers, etc., supporting each fund replenishment must be bound together, filed chronologically and cross referenced to the reimbursement check.

#### 2.4 Credit Cards

The use of credit cards, both CONTRACTOR issued credit cards and an employee's personal credit cards used on behalf of the CONTRACTOR, should be limited to purchases where normal purchasing and disbursement practices are not suitable.

Credit cards issued in the CONTRACTOR'S name must be adequately protected and usage monitored to ensure that only authorized and necessary items are purchased.

Credit card purchases should be pre-approved by CONTRACTOR management to ensure that they are reasonable and necessary.

All credit card disbursements must be supported by original invoices, store receipts or other external authenticating documents indicating the item purchased and the employee making the purchase. Credit card statements are not sufficient support for credit card purchases.

### 3.0 TIMEKEEPING

#### 3.1 Timecards

Timecards or time reports must be prepared for each pay period. Timecards or time reports must indicate total hours worked each day by program and total hours charged to each of the CONTRACTOR'S programs. Time estimates do not qualify as support for payroll expenditures and will be disallowed on audit.

All timecards and time reports must be signed in ink by the employee and the employee's supervisor to certify the accuracy of the reported time.

### Personnel and Payroll Records

Adequate security must be maintained over personnel and payroll records with access restricted to authorized individuals.

Personnel and payroll records should include (but not be limited to) the following:

- Employee's authorized salary rate
- Employee information sheet
- Resume and/or application
- Proof of qualifications for the position, if required (e.g., notarized copy or original diploma, license, etc.)
- Performance evaluations
- Criminal record clearance
- Citizenship Status
- Benefit balances (e.g., sick time, vacation, etc.)

### Benefit Balances

Employee benefit balances (e.g., sick time, vacation, personal time, etc.) should be maintained on at least a monthly basis. Benefit balances should be increased when benefit hours are earned and decreased as hours are used.

### Limitations on Positions and Salaries

The CONTRACTOR shall pay no salaries higher than those authorized in the contract, or the attachments thereto, except as prescribed by state or federal law.

If an employee serves in the same or dual capacities under more than one Agreement or program, the employee may not charge more than 100% of their time to the contracts or programs taken as a whole.

Salaried employees who work less than 40 hours per week shall be paid a salary that corresponds with the employee's work schedule.

The salary expense of salaried employees working on more than one Agreement or program shall be allocated to each program based on the ratio of the number of hours worked on each program during the pay period to the total number hours worked during the pay period.

The CONTRACTOR will make no retroactive salary adjustment for any employee without written approval from the County.

#### Separation of Duties

Payroll checks should be distributed by persons not involved in timekeeping, preparing of payroll, or reconciling bank accounts.

All employee hires and terminations, or pay rate changes, shall be approved by authorized persons independent of payroll functions.

All employee hires and terminations, or pay rate changes shall be approved in writing by authorized persons independent of payroll functions.

### **4.0 FIXED ASSETS**

A fixed asset is defined as an article of nonexpendable tangible personal property having a useful life of more than two years. The County recommends all fixed assets with an acquisition cost of \$5,000 or more per unit be capitalized.

Acquisition cost means the net invoice unit price of an item, including the cost of any modifications, attachments, accessories, or auxiliary apparatus necessary to make it usable for the purpose for which it was acquired.

#### 4.1 Acquisition

Fixed asset purchases shall be approved by the Agency's Board of Directors or their authorized representative.

#### 4.2 Identification and Inventory

All fixed assets purchased with Contract funds are to be used solely for the benefit of the Contract and should be appropriately tagged.

Each CONTRACTOR shall maintain a current listing of fixed assets, including the item description, serial number, date of purchase, acquisition cost and sources of funding.

An inventory of all fixed assets should be conducted at least once each year to ensure that all fixed assets are accounted for and maintained in proper working order.

#### 4.3 Security

Physical security should be adequately maintained over fixed assets to prevent misuse and theft of County property.

#### 4.4 Property Management

The CONTRACTOR shall assume responsibility and accountability for the maintenance of all non-expandable property purchased, leased, or rented with Contract funds.

The CONTRACTOR shall report promptly, in writing, to the County all cases of theft, loss, damage, or destruction of fixed assets. The report shall contain at a minimum, item identification, recorded value, facts relating to loss, and a copy of the law enforcement report.

CONTRACTOR shall dispose of or return to the County all fixed assets, in accordance with their Contract.

## **5.0 BONDING**

All officers, employees, and agents who handle cash or have access to the agent's funds shall be bonded.

## **C. COST PRINCIPLES**

### **1.0 POLICY**

It is the intent of the COUNTY to provide funds for the purpose of CONTRACTOR providing services required by the Agreement. CONTRACTOR shall use these funds on actual expenses in an economical and efficient manner and ensure they are reasonable, proper and necessary costs of providing services and are allowable in accordance with the applicable OMB Circular.

#### **1.1. Limitations on Expenditures of Program Funds**

CONTRACTOR shall comply with the Agreement and the applicable OMB Circular. The Circular defines direct and indirect costs, discusses allowable cost allocation procedures and the development of Indirect Cost Rates, and specifically addresses the allowability of a variety of different costs.

If a CONTRACTOR is unsure of the allowability of any particular type of cost or individual cost, the CONTRACTOR should request advance written approval from the County prior to incurring the cost.

#### **1.2 Expenses Incurred Outside the Agreement Period**

Expenses charged against program funds may not be incurred prior to the effective date of the Agreement or subsequent to the Agreement termination date.

#### **1.3 Budget Limitation**

Expenses may not exceed the maximum limits shown on the contract budget.

#### 1.4 Unspent Funds

The County will determine the disposition of unspent program funds upon termination of the contract.

#### 1.5 Necessary, Proper and Reasonable

Only those expenditures that are necessary, proper and reasonable to carry out the purposes and activities of the Program are allowable.

### **2.0 ALLOCATION OF COST POOLS**

For CONTRACTORS that provide services in addition to the services required under contract, the CONTRACTOR shall allocate expenditures that benefit programs or funding sources on an equitable basis.

In accordance with the applicable OMB Circular, agencies shall define their allocable costs as either direct or indirect costs (as defined below) and allocate each cost using the basis most appropriate and feasible.

The CONTRACTOR shall maintain documentation related to the allocation of expenses (e.g., timecards, time summaries, square footage measurements, number of employees, etc.).

Under no circumstances shall allocated costs be charged to an extent greater than 100% of actual costs or the same cost be charged both directly and indirectly.

#### 2.1 Direct Costs

Direct costs are those costs that can be identified specifically with a particular final cost objective (i.e., a particular program, service, or other direct activity of an organization). Examples of direct costs include salaries and benefits of employees working on the program, supplies and other items purchased specifically for the program, costs related to space used by employees working on the program, etc.

For all employees, other than general and administrative, the hours spent on each program (activity) should be recorded on employees' timecards and the payroll expense should be treated as direct charges and distributed on the basis of recorded hours spent on each program.

Joint costs (i.e., costs that benefit more than one program or activity) which can be distributed in reasonable proportion to the benefits received may also be direct costs.

Examples of bases for allocating joint costs as direct costs:

- Number of direct hours spent on each program

- Number of employees in each program
- Square footage occupied by each program
- Other equitable methods of allocation

## 2.2 Indirect Costs

Indirect costs are those costs that have been incurred for common or joint objectives and cannot be readily identified with a particular final cost objective. Examples of indirect costs include salaries, employee benefits, supplies, and other costs related to general administration of the organization, depreciation and use allowances, and the salaries and expenses of executive officers, personnel administration, and accounting.

Examples of bases for allocating indirect costs:

- Total direct salaries and wages
- Total direct costs (excluding capital expenditures and other distorting items such as Subcontractor payments)

## 2.3 Acceptable Indirect Cost Allocation Methods

OMB Circulars describe the following allowable methods for allocating indirect costs:

- Simplified allocation method
- Direct allocation method
- Multiple allocation base method
- Negotiated indirect cost rate

### Simplified Allocation Method

This method can be used when an organization's major functions benefit from its indirect costs to approximately the same degree. Using this method, all allocable costs are considered indirect costs and an indirect cost rate is determined by dividing total allowable indirect costs by an equitable distribution base.

#### Example

Agency-wide indirect costs	\$250,000
Less: Capital expenditures	<u>10,000</u>
Allocable indirect costs	240,000
Total agency-wide indirect salaries	\$1,000,000
Indirect cost rate (\$240,000/\$1,000,000)	24%
Program direct salaries	\$100,000

Program indirect costs (24% x \$100,000)                      \$24,000

#### Direct Allocation Method

This method can also be used when an organization's major functions benefit from its indirect costs to approximately the same degree. Using this method, all costs except general administration and general expenses are treated as direct costs. Joint costs for depreciation, rental, facilities maintenance, telephone, and other similar expenses are prorated individually to each direct activity on a basis appropriate for that type of cost.

The remaining costs, which consist exclusively of general administration and general expenses are then allocated using the simplified allocation method previously discussed.

#### Multiple Base Allocation Method

This method can be used when an organization's major functions benefit from its indirect costs in varying degrees. Using this method, indirect costs are grouped to permit allocation of each grouping on the basis of the benefits provided to the major functions. Each grouping is then allocated individually using the basis most appropriate for the grouping being allocated.

### 2.4 Cost Allocation Plan

If the CONTRACTOR has a negotiated indirect cost rate approved by a federal agency, it shall submit a copy of the approval letter when requested by County.

If the CONTRACTOR does not have a negotiated indirect cost rate, CONTRACTOR shall submit an annual Agency-wide Cost Allocation Plan when requested by County. The Cost Allocation Plan shall be prepared in accordance with County instructions and the applicable OMB Circular and include the following information:

1. CONTRACTOR general accounting policies:
  - Basis of accounting (cash or accrual)
  - Fiscal year
  - Method for allocating indirect costs (simplified, direct, multiple, negotiated rate)
  - Indirect cost rate allocation base
2. Identify the CONTRACTOR'S direct and indirect costs (by category) and describe the cost allocation methodology for each category.

3. Signature of CONTRACTOR management certifying the accuracy of the plan.

#### Negotiated Indirect Cost Rates

Agencies have the option of negotiating an indirect cost rate or rates for use on all their Federal programs. The CONTRACTOR must submit a cost allocation plan to the federal agency providing the most funds to the organization. The approved indirect cost rate is then applied to the total approved direct cost base.

If CONTRACTOR has a federally approved indirect cost rate, CONTRACTOR shall submit a copy of the approval letter to COUNTY upon request.

#### **D. UNALLOWABLE COSTS**

OMB Circulars address the allowability of a variety of different costs. For all costs, there are certain restrictions and limitations; however, the following costs are not allowable under any circumstances:

- Bad debts
- Contingency provisions
- Contributions and donations
- Fines and penalties
- Fundraising activities
- Interest expense (unless expressly allowed by Federal guidelines)
- Losses on other awards

#### **E. OVERPAYMENTS**

If upon audit, or at any time during the Agreement year, it is determined that invoices submitted to the County and used as a basis for payments to the CONTRACTOR were inaccurate, County shall determine the total overpayment and require the CONTRACTOR to repay County. The County may withhold payments from CONTRACTOR'S future payments for any amounts not returned to the COUNTY or credited to the Contract unless otherwise prohibited by State or federal regulations.

#### **F. MISCELLANEOUS REQUIREMENTS**

##### **1.0 INSURANCE**

CONTRACTOR is responsible for securing and maintaining insurance coverage as required by the Agreement. CONTRACTOR must notify County when insurance is revoked, reduced to a level or coverage less than required, or otherwise made ineffective.

Insurance shall include an endorsement naming the COUNTY as an additional insured.

## **2.0 ACTIVITY**

No funds, materials, property, or services contributed to the COUNTY or the CONTRACTOR under this Agreement shall be used in the performance of any political activity, the election of any candidate, or the defeat of any candidate for public office.



Department of the Treasury  
Internal Revenue Service

## Notice 1015

(Rev. November 2002)

### Have You Told Your Employees About the Earned Income Credit (EIC)?

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#### What Is the EIC?

The EIC is a refundable tax credit for certain workers.

**A change to note.** Workers **cannot** claim the EIC if their 2002 investment income (such as interest and dividends) is over \$2,550.

#### Which Employees Must I Notify About the EIC?

You must notify each employee who worked for you at any time during the year and from whom you did not withhold income tax. However, you do not have to notify any employee who claimed exemption from withholding on **Form W-4**, Employee's Withholding Allowance Certificate.

**Note:** You are encouraged to notify each employee whose wages for 2002 are less than \$34,178 that he or she may be eligible for the EIC.

#### How and When Must I Notify My Employees?

You must give the employee one of the following:

- The IRS **Form W-2**, Wage and Tax Statement, which has the required information about the EIC on the back of **Copy B**.
- A substitute Form W-2 with the same EIC information on the back of the employee's copy that is on Copy B of the IRS Form W-2.
- **Notice 797**, Possible Federal Tax Refund Due to the Earned Income Credit (EIC).
- Your written statement with the same wording as Notice 797.

If you are required to give Form W-2 and do so on time, no further notice is necessary if the Form W-2 has the required information about the EIC on the back of the employee's copy. If a substitute Form W-2 is given on time but does not have the required information, you must notify the employee within 1 week of the date the substitute Form W-2 is given. If Form W-2 is required but is not given on time, you must give the employee Notice 797 or your written statement by the date Form W-2 is required to be given. If Form W-2 is not required, you must notify the employee by February 7, 2003.

You must hand the notice directly to the employee or send it by First-Class Mail to the employee's last known address. You will not meet the notification requirements by posting Notice 797 on an employee bulletin board or sending it through office mail. However, you may want to post the notice to help inform all employees of the EIC. You can get copies of the notice by calling 1-800-829-3676, or from the IRS Web Site at [www.irs.gov](http://www.irs.gov).

#### How Will My Employees Know If They Can Claim the EIC?

The basic requirements are covered in Notice 797. For more detailed information, the employee needs to see the 2002 instructions for Form 1040, 1040A, 1040EZ, or **Pub. 596**, Earned Income Credit (EIC).

#### How Do My Employees Claim the EIC? Notice 1015

(Rev. 11-2002)

Eligible employees claim the EIC on their 2002 tax return. Even employees who have no tax withheld from their pay or owe no tax can claim the EIC and get a refund, but they must file a tax return to do so. For example, if an employee has no tax withheld in 2002 and owes no tax but is eligible for a credit of \$791, he or she must file a 2002 tax return to get the \$791 refund.

#### How Do My Employees Get Advance EIC Payments?

Eligible employees who expect to have a qualifying child for 2003 can get part of the credit with their pay during the year by giving you a completed **Form W-5**, Earned Income Credit Advance Payment Certificate. You **must** include advance EIC payments with wages paid to these employees, but the payments are not wages and are not subject to payroll taxes. Generally, the payments are made from withheld income, social security, and Medicare taxes. For details, see **Pub. 15**, Employer's Tax Guide.

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Notice 1015  
(Rev. 11-2002)



**COUNTY OF LOS ANGELES CONTRACTOR EMPLOYEE JURY SERVICE PROGRAM  
CERTIFICATION FORM AND APPLICATION FOR EXCEPTION**

The County's solicitation for this Contract is subject to the County of Los Angeles Contractor Employee Jury Service Program (Program), Los Angeles County Code, Chapter 2.203. All proposers, whether a contractor or subcontractor, must complete this form to either certify compliance or request an exception from the Program requirements. Upon review of the submitted form, the County department will determine, in its sole discretion, whether the proposer is excepted from the Program.

Company Name:		
Company Address:		
City:	State:	Zip Code:
Telephone Number:		
Solicitation For _____ Services:		

***If you believe the Jury Service Program does not apply to your business, check the appropriate box in Part I (attach documentation to support your claim); or, complete Part II to certify compliance with the Program. Whether you complete Part I or Part II, please sign and date this form below.***

**Part I: Jury Service Program is Not Applicable to My Business**

- My business does not meet the definition of "contractor," as defined in the Program, as it has not received an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts (this exception is not available if the contract itself will exceed \$50,000). I understand that the exception will be lost and I must comply with the Program if my revenues from the County exceed an aggregate sum of \$50,000 in any 12-month period.
- My business is a small business as defined in the Program. It 1) has ten or fewer employees; and, 2) has annual gross revenues in the preceding twelve months which, if added to the annual amount of this contract, are \$500,000 or less; and, 3) is not an affiliate or subsidiary of a business dominant in its field of operation, as defined below. I understand that the exception will be lost and I must comply with the Program if the number of employees in my business and my gross annual revenues exceed the above limits.

**"Dominant in its field of operation"** means having more than ten employees and annual gross revenues in the preceding twelve months, which, if added to the annual amount of the contract awarded, exceed \$500,000.

**"Affiliate or subsidiary of a business dominant in its field of operation"** means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation.

- My business is subject to a Collective Bargaining Agreement (attach agreement) that expressly provides that it supersedes all provisions of the Program.

**OR**

**Part II: Certification of Compliance**

- My business has and adheres to a written policy that provides, on an annual basis, no less than five days of regular pay for actual jury service for full-time employees of the business who are also California residents, **or** my company will have and adhere to such a policy prior to award of the contract.

*I declare under penalty of perjury under the laws of the State of California that the information stated above is true and correct.*

Print Name:	Title:
Signature:	Date:

## **“Contractor Employee Jury Service”**

### **Los Angeles County Code Sections 2.203.010 through 2.203.090**

#### **2.203.010 Findings.**

The board of supervisors makes the following findings. The county of Los Angeles allows its permanent, full-time employees unlimited jury service at their regular pay. Unfortunately, many businesses do not offer or are reducing or even eliminating compensation to employees who serve on juries. This creates a potential financial hardship for employees who do not receive their pay when called to jury service, and those employees often seek to be excused from having to serve. Although changes in the court rules make it more difficult to excuse a potential juror on grounds of financial hardship, potential jurors continue to be excused on this basis, especially from longer trials. This reduces the number of potential jurors and increases the burden on those employers, such as the county of Los Angeles, who pay their permanent, full-time employees while on juror duty. For these reasons, the county of Los Angeles has determined that it is appropriate to require that the businesses with which the county contracts possess reasonable jury service policies. (Ord. 2002-0015 § 1 (part), 2002).

#### **2.203.020 Definitions.**

The following definitions shall be applicable to this chapter:

- A. “Contractor” means a person, partnership, corporation or other entity which has a contract with the county or a subcontract with a county contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more such contracts or subcontracts.
- B. “Employee” means any California resident who is a full-time employee of a contractor under the laws of California.
- C. “Contract” means any agreement to provide goods to, or perform services for or on behalf of, the county.
- D. “Full time” means 40 hours or more worked per week, or a lesser number of hours if the lesser number is a recognized industry standard as determined by the chief administrative officer.
- E. “County” means the County of Los Angeles or any public entities for which the Board of Supervisors is the governing body. (Ord. 2002-0015§ 1 (part), 2002).

#### **2.203.030 Applicability.**

This chapter shall apply to contractors who enter into contracts that commence two or more months after the effective date of this chapter. This chapter shall also apply to contractors with existing contracts, which are extended into option years that commence two or more months after the effective date of this chapter. (Ord. 2002-0015 § 1 (part), 2002)

#### **2.203.040 Contractor Jury Service Policy.**

A contractor shall have and adhere to a written policy that provides that its employees shall receive from the contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that employees deposit any fees received for such jury service with the contractor or that the contractor deduct from the employees’ regular pay the fees received for jury service. (Ord. 2002-0015 § 1 (part), 2002).

### **2.203.050 Other Provisions.**

- A. Administration. The chief administrative officer shall be responsible for the administration of this chapter. The chief administrative officer may, with the advice of county counsel, issue interpretations of the provisions of this chapter and shall issue written instructions on the implementation and ongoing administration of this chapter. Such instructions may provide for the delegation of functions to other county departments.
- B. Compliance Certification. At the time of seeking a contract, a contractor shall certify to the county that it has and adheres to a policy consistent with this chapter or will have and adhere to such a policy prior to award of the contract. (Ord. 2002-0015 § 1 (part), 2002)

### **2.203.060 Enforcement and Remedies.**

For a contractor's violation of any provision of this chapter, the county department head responsible for administering the contract may do one or more of the following:

- 1. Recommend to the board of supervisors the termination of the contract; and/or,
- 2. Pursuant to chapter 2.202, seek the debarment of the contractor. (Ord. 2002-0015 § 1 (part), 2002)

### **2.203.070. Exceptions.**

- A. Other Laws. This chapter shall not be interpreted or applied to any contractor or to any employee in a manner inconsistent with the laws of the United States or California.
- B. Collective Bargaining Agreements. This chapter shall be superseded by a collective bargaining agreement that expressly so provides.
- C. Small Business. This chapter shall not be applied to any contractor that meets all of the following:
  - Has ten or fewer employees during the contract period; and,
  - Has annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, are less than \$500,000; and,
  - Is not an affiliate or subsidiary of a business dominant in its field of operation.

"Dominant in its field of operation" means having more than ten employees and annual gross revenues in the preceding twelve months, which, if added to the annual amount of the contract awarded, exceed \$500,000.

"Affiliate or subsidiary of a business dominant in its field of operation" means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation. (Ord. 2002-0015 § 1 (part), 2002)

### **2.203.090. Severability.**

If any provision of this chapter is found invalid by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect. (Ord. 2002-0015 § 1 (part), 2002).

# *Safely* Surrendered



No shame. No blame. No names.

In Los Angeles County: 1-877-BABY SAFE • 1-877-222-9723

[www.babysafela.org](http://www.babysafela.org)



In Los Angeles County: 1 877 BABY SAFE 1 877 222 9723

www.babysafela.org

# Safely Surrendered Baby Law

## What is the Safely Surrendered Baby Law?

California's Safely Surrendered Baby Law allows parents or other persons, with lawful custody, which means anyone to whom the parent has given permission to confidentially surrender a baby. As long as the baby is three days (72 hours) of age or younger and has not been abused or neglected, the baby may be surrendered without fear of arrest or prosecution.

### How does it work?

A distressed parent who is unable or unwilling to care for a baby can legally, confidentially, and safely surrender a baby within three days (72 hours) of birth. The baby must be handed to an employee at a hospital or fire station in Los Angeles County. As long as the baby shows no sign of abuse or neglect, no name or other information is required. In case the parent changes his or her mind at a later date and wants the baby back, staff will use bracelets to help connect them to each other. One bracelet will be placed on the baby, and a matching bracelet will be given to the parent or other surrendering adult.

### What if a parent wants the baby back?

Parents who change their minds can begin the process of reclaiming their baby within 14 days. These parents should call the Los Angeles County Department of Children and Family Services at 1-800-540-4000.

### Can only a parent bring in the baby?

No. While in most cases a parent will bring in the baby, the Law allows other people to bring in the baby if they have lawful custody.

### Does the parent or surrendering adult have to call before bringing in the baby?

No. A parent or surrendering adult can bring in a baby anytime, 24 hours a day, 7 days a week, as long as the parent or surrendering adult surrenders the baby to someone who works at the hospital or fire station.

### Does the parent or surrendering adult have to tell anything to the people taking the baby?

No. However, hospital or fire station personnel will ask the surrendering party to fill out a questionnaire designed to gather important medical history information, which is very useful in caring for the baby. The questionnaire includes a stamped return envelope and can be sent in at a later time.

### What happens to the baby?

The baby will be examined and given medical treatment. Upon release from the hospital, social workers immediately place the baby in a safe and loving home and begin the adoption process.

### What happens to the parent or surrendering adult?

Once the parent or surrendering adult surrenders the baby to hospital or fire station personnel, they may leave at any time.

### Why is California doing this?

The purpose of the Safely Surrendered Baby Law is to protect babies from being abandoned, hurt or killed by their parents. You may have heard tragic stories of babies left in dumpsters or public bathrooms. Their parents may have been under severe emotional distress. The mothers may have hidden their pregnancies, fearful of what would happen if their families found out. Because they were afraid and had no one or nowhere to turn for help, they abandoned their babies. Abandoning a baby is illegal and places the baby in extreme danger. Too often, it results in the baby's death. The Safely Surrendered Baby Law prevents this tragedy from ever happening again in California.

## A baby's story

Early in the morning on April 9, 2005, a healthy baby boy was safely surrendered to nurses at Harbor-UCLA Medical Center. The woman who brought the baby to the hospital identified herself as the baby's aunt and stated the baby's mother had asked her to bring the baby to the hospital on her behalf. The aunt was given a bracelet with a number matching the anklet placed on the baby; this would provide some identification in the event the mother changed her mind about surrendering the baby and wished to reclaim the baby in the 14-day period allowed by the Law. The aunt was also provided with a medical questionnaire and said she would have the mother complete and mail back in the stamped return envelope provided. The baby was examined by medical staff and pronounced healthy and full-term. He was placed with a loving family that had been approved to adopt him by the Department of Children and Family Services.



# *Ley de* Entrega de Bebés *Sin Peligro*



*Los recién nacidos pueden ser entregados en forma segura al personal de cualquier hospital o cuartel de bomberos del Condado de Los Ángeles*

Sin pena. Sin culpa. Sin nombres.

En el Condado de Los Ángeles: 1-877-BABY SAFE • 1-877-222-9723

[www.babysafela.org](http://www.babysafela.org)



# Ley de Entrega de Bebés Sin Peligro

## ¿Qué es la Ley de Entrega de Bebés sin Peligro?

La Ley de Entrega de Bebés sin Peligro de California permite la entrega confidencial de un recién nacido por parte de sus padres u otras personas con custodia legal, es decir cualquier persona a quien los padres le hayan dado permiso. Siempre que el bebé tenga tres días (72 horas) de vida o menos, y no haya sufrido abuso ni negligencia, pueden entregar al recién nacido sin temor de ser arrestados o procesados.

*Cada recién nacido se merece la oportunidad de tener una vida saludable. Si alguien que usted conoce está pensando en abandonar a un recién nacido, infórmele que tiene otras opciones. Hasta tres días (72 horas) después del nacimiento, se puede entregar un recién nacido al personal de cualquier hospital o cuartel de bomberos del condado de Los Angeles.*

## ¿Cómo funciona?

El padre/madre con dificultades que no pueda o no quiera cuidar de su recién nacido puede entregarlo en forma legal, confidencial y segura dentro de los tres días (72 horas) del nacimiento. El bebé debe ser entregado a un empleado de cualquier hospital o cuartel de bomberos del Condado de Los Ángeles. Siempre que el bebé no presente signos de abuso o negligencia, no será necesario suministrar nombres ni información alguna. Si el padre/madre cambia de opinión posteriormente y desea recuperar a su bebé, los trabajadores utilizarán brazaletes para poder vincularlos. El bebé llevará un brazaletes y el padre/madre o el adulto que lo entregue recibirá un brazaletes igual.

## ¿Qué pasa si el padre/madre desea recuperar a su bebé?

Los padres que cambien de opinión pueden comenzar el proceso de reclamar a su recién nacido dentro de los 14 días. Estos padres deberán llamar al Departamento de Servicios para Niños y Familias (Department of Children and Family Services) del Condado de Los Ángeles al 1-800-540-4000.

## ¿Sólo los padres podrán llevar al recién nacido?

No. Si bien en la mayoría de los casos son los padres los que llevan al bebé, la ley permite que otras personas lo hagan si tienen custodia legal.

## ¿Los padres o el adulto que entrega al bebé deben llamar antes de llevar al bebé?

No. El padre/madre o adulto puede llevar al bebé en cualquier momento, las 24 horas del día, los 7 días de la semana, siempre y cuando entreguen a su bebé a un empleado del hospital o cuartel de bomberos.

## ¿Es necesario que el padre/madre o adulto diga algo a las personas que reciben al bebé?

No. Sin embargo, el personal del hospital o cuartel de bomberos le pedirá a la persona que entregue al bebé que llene un cuestionario con la finalidad de recabar antecedentes médicos importantes, que resultan de gran utilidad para cuidar bien del bebé. El cuestionario incluye un sobre con el sello postal pagado para enviarlo en otro momento.

## ¿Qué pasará con el bebé?

El bebé será examinado y le brindarán atención médica. Cuando le den el alta del hospital, los trabajadores sociales inmediatamente ubicarán al bebé en un hogar seguro donde estará bien atendido, y se comenzará el proceso de adopción.

## ¿Qué pasará con el padre/madre o adulto que entregue al bebé?

Una vez que los padres o adulto hayan entregado al bebé al personal del hospital o cuartel de bomberos, pueden irse en cualquier momento.

## ¿Por qué se está haciendo esto en California? ?

La finalidad de la Ley de Entrega de Bebés sin Peligro es proteger a los bebés para que no sean abandonados, lastimados o muertos por sus padres. Usted probablemente haya escuchado historias trágicas sobre bebés abandonados en basureros o en baños públicos. Los padres de esos bebés probablemente hayan estado pasando por dificultades emocionales graves. Las madres pueden haber ocultado su embarazo, por temor a lo que pasaría si sus familias se enteraran. Abandonaron a sus bebés porque tenían miedo y no tenían nadie a quien pedir ayuda. El abandono de un recién nacido es ilegal y pone al bebé en una situación de peligro extremo. Muy a menudo el abandono provoca la muerte del bebé. La Ley de Entrega de Bebés sin Peligro impide que vuelva a suceder esta tragedia en California.

## Historia de un bebé

A la mañana temprano del día 9 de abril de 2005, se entregó un recién nacido saludable a las enfermeras del Harbor-UCLA Medical Center. La mujer que llevó el recién nacido al hospital se dio a conocer como la tía del bebé, y dijo que la madre le había pedido que llevara al bebé al hospital en su nombre. Le entregaron a la tía un brazaletes con un número que coincidía con la pulsera del bebé; esto serviría como identificación en caso de que la madre cambiara de opinión con respecto a la entrega del bebé y decidiera recuperarlo dentro del período de 14 días que permite esta ley. También le dieron a la tía un cuestionario médico, y ella dijo que la madre lo llenaría y lo enviaría de vuelta dentro del sobre con franqueo pagado que le habían dado. El personal médico examinó al bebé y se determinó que estaba saludable y a término. El bebé fue ubicado con una buena familia que ya había sido aprobada para adoptarlo por el Departamento de Servicios para Niños y Familias.



**ADMINISTRATION OF CONTRACT  
CONTRACTOR'S ADMINISTRATION**

**CONTRACTOR'S NOTICES SHALL BE SENT TO CONTRACTOR'S CORPORATE ADDRESS. PLEASE ENTER YOUR ORGANIZATION'S CORPORATE ADDRESS AS INDICATED ON THE ORGANIZATION'S CERTIFIED STATEMENT OF INFORMATION. THE DESIGNATED CONTACT PERSON WILL RECEIVE ALL CORRESPONDENCE RELATED TO THIS CONTRACT.**

Organization  
Name: \_\_\_\_\_  
Contact Person: \_\_\_\_\_  
Address \_\_\_\_\_  
City, State, Zip: \_\_\_\_\_  
Telephone: \_\_\_\_\_  
Facsimile: \_\_\_\_\_  
E-Mail Address: \_\_\_\_\_

**CONTRACTOR'S AUTHORIZED OFFICIAL(S)**

**(Individuals authorized by the Board to bind Contractor in a Contract with the County)**

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
Telephone: \_\_\_\_\_  
Facsimile: \_\_\_\_\_  
E-Mail Address: \_\_\_\_\_

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
Telephone: \_\_\_\_\_  
Facsimile: \_\_\_\_\_  
E-Mail Address: \_\_\_\_\_

**IF THERE ARE ANY CHANGES, A NEW CERTIFIED SOI MUST BE SUBMITTED TO:**

**DCFS Contracts Administration  
Attn: Contracts Manager  
425 Shatto Place, Room 400  
Los Angeles, CA 90020**

I hereby certify that the above information is correct. If any changes occur an updated Contractor's Administration Form and a new certified Statement of Information will be submitted to DCFS Contracts Administration at the above address.

---

Print Name of Individual Authorized to Bind Contractor in a Contract with the County

---

Signature of Individual Authorized to Bind Contractor in a Contract with the County

---

Date

ADMINISTRATION OF CONTRACT  
COUNTY'S ADMINISTRATION

CONTRACT NO. \_\_\_\_\_

**COUNTY PROGRAM DIRECTOR:**

Name: Rhelda Shabazz  
Title: Division Chief  
Address: Youth Development Services Division  
3530 Wilshire Blvd., 4<sup>th</sup> floor LA 90010  
Telephone: (213) 351-0102  
Facsimile: (213) 637-0042  
E-Mail Address: shabar@dcfs.lacounty.gov

**COUNTY PROGRAM MANAGER:**

Name: Bedrae Davis  
Title: Children Services Administrator II  
Address: 3530 Wilshire Blvd., 4<sup>th</sup> floor  
LA 90010  
Telephone: (213) 351-0239  
Facsimile: (213) 637-0042  
E-Mail Address: davisb@dcfs.lacounty.gov

**COUNTY CONTRACT PROGRAM MONITOR:**

Name: Bedrae Davis  
Title: Children Services Administrator II  
Address: 3530 Wilshire Blvd., 4<sup>th</sup> floor  
LA 90010  
Telephone: (213) 351-0239  
Facsimile: (213) 637-0042  
E-Mail Address: davisb@dcfs.lacounty.gov

CHARITABLE CONTRIBUTIONS CERTIFICATION

Company Name

Address

Internal Revenue Service Employer Identification Number

California Registry of Charitable Trusts "CT" number (if applicable)

The Nonprofit Integrity Act (S8 1262, Chapter 919) added requirements to California's Supervision of Trustees and Fundraisers for Charitable Purposes Act which regulates those receiving and raising charitable contributions.

CERTIFICATION

YES NO

Proposer or Contractor has examined its activities and determined that it does not now receive or raise charitable contributions regulated under California's Supervision of Trustees and Fundraisers for Charitable Purposes Act. If Proposer engages in activities subjecting it to those laws during the term of a County contract, It will timely comply with them and provide County a copy of its initial registration with the California State Attorney General's Registry of Charitable Trusts when filed.

( ) ( )

OR

Proposer or Contractor is registered with the California Registry of Charitable Trusts under the CT number listed above and is in compliance with its registration and reporting requirements under California law. Attached is a copy of its most recent filing with the Registry of Charitable Trusts as required by Title 11 California Code of Regulations, sections 300-301 and Government Code sections 12585-12586.

( ) ( )

Signature

Date

Name and Title (please type or print)

## AGREEMENT

### CONTRACTOR'S OBLIGATIONS UNDER HIPAA

Under this Contract, CONTRACTOR provides services to COUNTY and CONTRACTOR receives, has access to, and/or creates Protected Health Information, as defined below, in order to provide those services. COUNTY is subject to the Administrative Simplification requirements of the federal Health Insurance Portability and Accountability Act of 1996 (HIPAA) and regulations promulgated under HIPAA, including the "Standards for Privacy of Individually Identifiable Health Information" which are located in Title 45 of the Code of Federal Regulations, Parts 160 and 164 ("Privacy Regulations"). The Privacy Regulations mandate certain protections for the privacy and security of Protected Health Information. The Privacy Regulations also require COUNTY to enter into an agreement with CONTRACTOR in order to obtain satisfactory assurance from CONTRACTOR that CONTRACTOR will appropriately safeguard the Protected Health Information. Disclosure to or use of Protected Health Information by CONTRACTOR is prohibited if such an agreement is not in place. Therefore, the parties agree to the terms of this Attachment L.

#### 1.0 DEFINITIONS

- 1.1 "Disclose" and "Disclosure" mean, with respect to Protected Health Information, the release, transfer, provision of access to, or divulging in any other manner of Protected Health Information outside CONTRACTOR's internal operations, or to other than its employees.
- 1.2 "Individual" means the person who is the subject of Protected Health Information, and shall include a person who qualifies as a personal representative in accordance with 45 C.F.R. § 164.502(g).
- 1.3 "Protected Health Information" has the same meaning as the term "protected health information" in 45 C.F.R. § 164.501, limited to the information created or received by CONTRACTOR from or on behalf of COUNTY. Protected Health Information includes information that (i) relates to the past, present or future physical or mental health or condition of an Individual; the provision of health care to an Individual, or the past, present or future payment for the provision of health care to an Individual; (ii) identifies the Individual (or for which there is a reasonable basis for believing that the information can be used to identify the Individual); and (iii) is received by CONTRACTOR from or on behalf of COUNTY, or is created by CONTRACTOR, or is made accessible to CONTRACTOR by COUNTY.
- 1.4 "Required By Law" means a mandate contained in law that compels an entity to make a Use or Disclosure of Protected Health Information and that is enforceable in a court of law. Required by law includes, but is not limited to, court orders and court-ordered warrants; subpoenas or summons issued by a court, grand jury, a governmental or tribal inspector general, or any administrative body authorized to require the production of

information; a civil or an authorized investigative demand; Medicare conditions of participation with respect to health care providers participating in the program; and statutes or regulations that require the production of information, including statutes or regulations that require such information if payment is sought under a government program providing benefits.

- 1.5 “Services” has the same meaning as in this Contract.
- 1.6 “Use” or “Uses” mean, with respect to Protected Health Information, the sharing, employment, application, utilization, examination or analysis of such Information within CONTRACTOR’s internal operations.
- 1.7 Terms used, but not otherwise defined, in this Contract shall have the same meaning as those terms in the Privacy Regulations.

## **2.0 OBLIGATIONS OF CONTRACTOR**

### **2.1 Permitted Uses and Disclosures of Protected Health Information. CONTRACTOR:**

- (a) shall Use and Disclose Protected Health Information as necessary to perform the Services, and as provided in Sub-sections 2.3, 2.4, 2.5, 2.6, 2.7, 2.8, 4.3 and 5.2 of this Attachment L;
- (b) shall Disclose Protected Health Information to COUNTY upon request;
- (c) may, as necessary for the proper management and administration of its business or to carry out its legal responsibilities:
- (i) Use Protected Health Information; and
  - (ii) Disclose Protected Health Information if the Disclosure is required by Law.

CONTRACTOR shall not Use or Disclose Protected Health Information for any other purpose.

2.2 Adequate Safeguards for Protected Health Information. CONTRACTOR warrants that it shall implement and maintain appropriate safeguards to prevent the Use or Disclosure of Protected Health Information in any manner other than as permitted by this Contract. CONTRACTOR agrees to limit the Use and Disclosure of Protected Health Information to the minimum necessary in accordance with the Privacy Regulation’s minimum necessary standard.

2.3 Reporting Non-Permitted Use or Disclosure. CONTRACTOR shall report to COUNTY each Use or Disclosure that is made by CONTRACTOR, its employees, representatives, agents or subcontractors, but is not specifically permitted by this Contract. The initial report shall be made by telephone call to the appropriate Department, within forty-eight (48) hours from the time the CONTRACTOR first becomes aware of the non-permitted Use or Disclosure, as follows:

Chief Information Office Privacy Officer  
213-974-2166

The initial telephone report shall be followed by a full written report no later than ten (10) business days from the date the CONTRACTOR becomes aware of the non-permitted Use or Disclosure, and shall be sent to COUNTY'S Chief Information Privacy Officer at:

Chief Information Privacy Officer  
Kenneth Hahn Hall of Administration  
500 West Temple Street  
Suite 493  
Los Angeles, CA 90012

- 2.4 Mitigation of Harmful Effect. CONTRACTOR agrees to mitigate, to the extent practicable, any harmful effect that is known to CONTRACTOR of a Use or Disclosure of Protected Health Information by CONTRACTOR in violation of the requirements of this Contract.
- 2.5. Availability of Internal Practices, Books and Records to Government Agencies. CONTRACTOR agrees to make its internal practices, books and records relating to the Use and Disclosure of Protected Health Information available to the Secretary of the federal Department of Health and Human Services for purposes of determining COUNTY'S compliance with the Privacy Regulations. CONTRACTOR shall immediately notify COUNTY of any requests made by the Secretary and provide COUNTY with copies of any documents produced in response to such request.
- 2.6 Access to Protected Health Information. CONTRACTOR shall, to the extent COUNTY determines that any Protected Health Information constitutes a "designated record set" as defined by 45 C.F.R. § 164.501, make the Protected Health Information specified by COUNTY available to the Individual(s) identified by COUNTY as being entitled to access and copy that Protected Health Information. CONTRACTOR shall provide such access for inspection of that Protected Health Information within two (2) business days after receipt of request from COUNTY. CONTRACTOR shall provide copies of that Protected Health Information within five (5) business days after receipt of request from COUNTY.
- 2.7 Amendment of Protected Health Information. CONTRACTOR shall, to the extent COUNTY determines that any Protected Health Information constitutes a "designated record set" as defined by 45 C.F.R. § 164.501, make any amendments to Protected Health Information that are requested by COUNTY. CONTRACTOR shall make such amendment within ten (10) business days after receipt of request from COUNTY in order for COUNTY to meet the requirements under 45 C.F.R. § 164.526.
- 2.8 Accounting of Disclosures. Upon COUNTY'S request, CONTRACTOR shall provide to COUNTY an accounting of each Disclosure of Protected Health Information made by CONTRACTOR or its employees, agents, representatives or subcontractors. However, CONTRACTOR is not required to provide an accounting of Disclosures that are

necessary to perform the Services if such Disclosures are for either payment or health care operations purposes, or both.

Any accounting provided by CONTRACTOR under this Sub-section 2.8 shall include: (a) the date of the Disclosure; (b) the name, and address if known, of the entity or person who received the Protected Health Information; (c) a brief description of the Protected Health Information disclosed; and (d) a brief statement of the purpose of the Disclosure. For each Disclosure that could require an accounting under this Sub-section 2.8, CONTRACTOR shall document the information specified in (a) through (d), above, and shall securely maintain the information for six (6) years from the date of the Disclosure. CONTRACTOR shall provide to COUNTY, within ten (10) business days after receipt of request from COUNTY, information collected in accordance with this Sub-section 2.8 to permit COUNTY to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 C.F.R. § 164.528.

### **3.0 OBLIGATION OF COUNTY**

Obligation of COUNTY. COUNTY shall notify CONTRACTOR of any current or future restrictions or limitations on the use of Protected Health Information that would affect CONTRACTOR'S performance of the Services, and CONTRACTOR shall thereafter restrict or limit its own uses and disclosures accordingly.

### **4.0 TERM AND TERMINATION**

4.1 Term. CONTRACTOR'S obligations under Sub-sections 2.1 (as modified by Sub-section 4.2), 2.3, 2.4, 2.5, 2.6, 2.7, 2.8, 4.3 and 5.2 shall survive the termination or expiration of this Contract.

4.2 Termination for Cause. In addition to and notwithstanding the termination provisions set forth in this Contract, upon COUNTY'S knowledge of a material breach by CONTRACTOR, COUNTY shall either:

- (a) Provide an opportunity for CONTRACTOR to cure the breach or end the violation, and terminate this Contract if CONTRACTOR does not cure the breach or end the violation within the time specified by COUNTY; or
- (b) Immediately terminate this Contract if CONTRACTOR has breached a material term of this Contract and cure is not possible; or
- (c) If neither termination or cure are feasible, COUNTY shall report the violation to the Secretary of the federal Department of Health and Human Services.

4.3 Disposition of Protected Health Information Upon Termination or Expiration

- (a) Except as provided in paragraph (b) of this section, upon termination for any reason or expiration of this Contract, CONTRACTOR shall return or destroy all Protected Health Information received from COUNTY, or created or received by CONTRACTOR on behalf of COUNTY. This provision shall apply to Protected Health Information that is in the possession of subcontractors or agents of CONTRACTOR. CONTRACTOR shall retain no copies of the Protected Health Information.
- (b) In the event that CONTRACTOR determines that returning or destroying the Protected Health Information is infeasible, CONTRACTOR shall provide to COUNTY notification of the conditions that make it infeasible. If return or destruction is infeasible, CONTRACTOR shall extend the protections of this Contract to such Protected Health Information and limit further Uses and Disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as CONTRACTOR maintains such Protected Health Information.

**5.0 MISCELLANEOUS**

- 5.1 No Third Party Beneficiaries. Nothing in this Contract shall confer upon any person other than the parties and their respective successors or assigns, any rights, remedies, obligations, or liabilities whatsoever.
- 5.2 Use of Subcontractors and Agents. CONTRACTOR shall require each of its agents and subcontractors receiving Protected Health Information from CONTRACTOR, or creating Protected Health Information for CONTRACTOR, on behalf of COUNTY, to execute a written agreement obligating the agent or subcontractors to comply with all the terms of this Attachment L.
- 5.3 Relationship to Agreement Provisions. In the event that a provision of this Attachment L is contrary to any other provision of this Contract, the provision of this Attachment L shall control.
- 5.4 Regulatory References. A reference in this Contract to a section in the Privacy Regulations means the section as in effect or as amended.
- 5.5 Interpretation. Any ambiguity in this Contract shall be resolved in favor of a meaning that permits COUNTY to comply with the Privacy Regulations.
- 5.6 Amendment. The parties agree to take such action as is necessary to amend this Contract from time to time as is necessary for COUNTY to comply with the requirements of the Privacy Regulations.

**DCFS/Probation Transitional Housing Program for Emancipated  
Foster/Probation Youth (THP-Plus) Contract  
Investigation/Monitoring/Audit  
Remedies And Procedures**

**DCFS/PROBATION THP-PLUS CONTRACT  
INVESTIGATION/MONITORING/AUDIT REMEDIES AND PROCEDURES**

These internal policies and procedures are attached to the Transitional Housing Program For Emancipated Foster/Probation Youth (THP-Plus) to inform CONTRACTOR's of DCFS' investigation/audit remedies and procedures. These policies and procedures are subject to revision by DCFS, upon 30 days prior written notice to CONTRACTOR (which will not require a contract amendment), and DCFS may vary from these protocols and procedures when such variance is required to protect the health and safety of the children, except that all Do Not Refer and Do Not Use actions must be approved by DCFS' Director or his/her Deputy Director level designee. Such variance may not be arbitrary and capricious, unreasonable or discriminatory.

DCFS is responsible for monitoring and investigating, as a whole, all residential facilities licensed by Community Care Licensing (CCL) to provide out-of-home care when there are allegations of child abuse, neglect or exploitation. These facilities include foster family agencies, foster family homes, group homes and small family homes. During the normal course of its monitoring or as the result of an investigation, DCFS may take action, when necessary, to protect DCFS-placed children in these facilities, including corrective action and/or "Do Not Refer/Use" status. Staff may recommend a corrective action plan, Hold, DNR, and/or DNU Status, regardless of whether law enforcement and/or CCL take similar action.

The Office of the Auditor-Controller is also responsible for audits of the contracts and administrative issues, including fiscal audit findings for all CONTRACTORS. Fiscal audit findings are not addressed in Attachment M, except to the extent discussed below or specifically referenced in other parts of the Agreement. Nothing in this paragraph shall prevent the COUNTY from relying on the findings of the Auditor-Controller as a basis for imposing any of the Administrative Remedies provided below.

**A. Administrative Remedies**

DCFS may utilize one or more of the following actions in response to findings uncovered in the normal course of monitoring, as a result of investigations of abuse/neglect in out of home care, or in audits of program or fiscal contract requirements.

1. **Corrective Action Plan (CAP)** - When DCFS reasonably determines that a CONTRACTOR deficiency is correctable; a CAP shall serve as the CONTRACTOR's commitment to remedy such deficiency.
2. **Hold Status** - COUNTY retains the right to temporarily suspend referrals of children to CONTRACTOR by placing CONTRACTOR on Hold status, for up to a 45-day period at any time during investigations when based on prima facie evidence, DCFS reasonably believes, in its sole discretion, that the CONTRACTOR has engaged in conduct which may jeopardize a minor or minors. Limited to an additional 45 days, a hold status may be extended for extenuating circumstances beyond the control of DCFS, with the understanding that the extension of Hold status on a Contractor will require the approval of the Director or his

Deputy Director level designee. Hold Status may also be implemented when there has been a serious event that may implicate the CONTRACTOR, in issues of abuse or neglect; there is serious risk of abuse or neglect; or noncompliance with a significant administrative/fiscal/programmatic requirement of the THP-Plus Agreement for which the CONTRACTOR failed to take corrective action (when appropriate) pursuant to Section 17.0. A Hold request must be approved by a Division Chief.

3. **Do-Not-Refer (DNR) Status** – DNR refers to the suspension of new DCFS placements when COUNTY reasonably believes, in its sole discretion, based on prima facie evidence that the CONTRACTOR has engaged in conduct which may jeopardize a minor or minors; there has been a serious event that may implicate the CONTRACTOR in issues of abuse or neglect; there is serious risk of abuse or neglect; or in issues of noncompliance with significant administrative/fiscal/ programmatic requirements of this Agreement for which the CONTRACTOR failed to take corrective action (when appropriate) pursuant to Section 17.1 of the Agreement, and as further described in Attachment M.
4. **Do-Not-Use (DNU) Status** - DNU means that all Placed Children are removed from the CONTRACTOR's care within a specified period of time. No placement referrals may be made to the facility. Do-Not-Use Status is used when COUNTY reasonably believes, in its sole discretion, based upon prima facie evidence, that the CONTRACTOR has engaged in conduct which may jeopardize a minor or minors; there has been a serious event that may implicate the CONTRACTOR in issues of abuse or neglect; there is serious risk of abuse or neglect; or in issues of noncompliance with significant administrative/fiscal/programmatic requirements of this Agreement for which the CONTRACTOR failed to take corrective action (when appropriate) pursuant to Section 17.1 of the Agreement, and as further described in Attachment M.
5. **Termination Hold** - In the event either COUNTY or CONTRACTOR terminates this Agreement for convenience or for default, COUNTY shall suspend referrals of children to CONTRACTOR and remove, or cause to be removed, all Placed Children prior to the effective date of termination. In such an event, the procedures described in this exhibit will not occur.

**B. CAP Procedures**

1. If DCFS requires/requests immediate action, oral notice is given and is followed up in writing within one business day. Corrective action must be taken within (3) calendar days from the date of verbal notification (which will be immediately followed with written notification) for the following child safety issues: a) lack of psychotropic medication authorizations; b) insufficient and/or inadequate clothing and essentials; c) insufficient or poor food; and/or d) poor facility or environmental issues, such as sanitation or electrical problems and other situations which are hazardous.
2. Where immediate action is not required, CONTRACTOR shall submit CONTRACTOR'S proposed CAP to DCFS within 30 calendar days from receipt of written notification from DCFS (Vendor Notification Letter), the timeframe depending on the nature of the violation.

The CONTRACTOR's CAP is reviewed and approved by DCFS within 15 business days, after which the CAP will be monitored for compliance.

3. The CAP must address each finding made in the Vendor Notification Letter. An appropriate CAP includes: the detailed action necessary to correct the deficiency; an explanation of how corrections will be implemented; an explanation of what actions will take place to ensure that the corrective action is maintained; and a thorough plan addressing prevention of subsequent violations and/or inappropriate action. Timeframes, as necessary, will be provided, as well as who is responsible for ensuring the action(s) is/are carried out. An addendum will be required if the CAP does not adequately address all issues.
4. Once approved, monitoring of the approved CAP begins. Monitoring will usually last three to six months depending on the nature of the violation. The act of monitoring may include, where necessary, unannounced visits to the home and/or agency to verify that the corrective action has been completed.
5. Once the corrective action has been completed and verified, the CONTRACTOR is notified in writing and the monitoring case is closed. A Do Not Refer or Do Not Use Status may be implemented, at the discretion of DCFS, if the requested corrective action is not completed within the agreed upon time.

### **C. Hold/DNR/DNU Procedures**

1. A Vendor Notification Letter is sent, via fax and certified mail, within 72 hours of DCFS' decision to place CONTRACTOR on Hold, DNR or DNU Status, and verbal notification will be provided prior to or at the time of CONTRACTOR placement on Hold/DNR/DNU Status to the extent possible. To the extent possible and reasonable, and without interfering with any law enforcement investigation, and consistent with statutes and regulations related to confidentiality, notification will include the reason(s) for the Hold/DNR/DNU Status. The Vendor Notification Letter will also invite the CONTRACTOR to participate in a Review Conference and include a deadline for the CONTRACTOR's response (desire to participate) within 5 business days. Failure by the CONTRACTOR to respond by the deadline will result in default or waiver by the CONTRACTOR to proceed with the Review Conference.
2. During the Review Conference, the CONTRACTOR will meet with the Director's Deputy Director designee to discuss the investigative and/or administrative findings and to provide an opportunity for the CONTRACTOR to respond to the findings. The Review Conference will be held within 30 days of CONTRACTOR's receipt of faxed Vendor Notification Letter of placement on Hold/DNR/DNU Status, unless CONTRACTOR waives the time limit. The Review Conference is provided to ensure that the CONTRACTOR is afforded a process for responding to allegations against them and for airing their grievances.

One week prior to the then scheduled Review Conference, the CONTRACTOR has the right to present written evidence in the form of relevant declarations, affidavits, and documents and a written statement intended to be presented during the Conference. The CONTRACTOR may also request that DCFS interview any witnesses identified by the CONTRACTOR who have not already been interviewed.

3. The Director's Deputy Director designee will conduct the Review Conference. DCFS and CONTRACTOR will both have the opportunity to present information related to the findings and each will be able to question the other with respect to each finding. Information provided by DCFS during the conference must be consistent with confidentiality laws. The CONTRACTOR may choose to seek authorization from the Juvenile Court to access additional documentation and information pertaining to the allegations, and to use such documentation and information during the Review Conference. [The authorization/approval must be in writing from the Court.] DCFS will consider any new information presented in the CONTRACTOR's written statement and information presented during the Conference.

Consistent with the informal and non-adversarial atmosphere of the review Conference, CONTRACTOR and COUNTY agree that only appropriate CONTRACTOR personnel and appropriate DCFS personnel shall participate in the Review Conference; and legal representatives shall not be present at the Review Conference.

4. The DCFS Director's designee will assess the information presented by the CONTRACTOR and make a final determination whether to withdraw the recommendation or to consult with others within DCFS with regard to the intended recommendation. This determination will be put in writing and provided to CONTRACTOR within 15 business days of the Conference.
5. Hold, DNR, or DNU Status may be lifted at any time that DCFS obtains information which leads DCFS to believe that: 1) the original basis for imposing such status is no longer applicable, or 2) Hold, DNR, or DNU status is no longer appropriate. In instances where Hold/DNR/DNU Status no longer applies, DCFS shall act as expeditiously as possible to remove CONTRACTOR from such status.

**SEMI-ANNUAL EXPENDITURE REPORT**

**Transitional Housing Program – Plus (THP-Plus)**  
**Semi-Annual Expenditure Report**  
 (For Los Angeles County DCFS)

Agency:  
 Address:  
 Contract Person:  
 Phone #:  
 Contract Number:

Report Period:  
 Number of L.A. County THP-Plus Participants  
 Number of Living Beds:  
 Number of L.A. County THP-Plus Participant Days in Period:

<b>REVENUE AND EXPENDITURE SUMMARY</b>		
	Total for 6 Months	Year-To-Date
<b>A. <u>Total THP-Plus Revenues</u></b>	<b>\$</b>	<b>\$</b>
<b>B. <u>Allowable Contract Expenditures</u></b> (Allowable Expenditures for the care and services of placed Los Angeles County THP-Plus participants allocated in accordance with requirements contained in Section 10.1 and 10.2 of the Contract. Expenditures should be reported within the 34 cost categories listed below. Except for the requirements of allocation of costs which is described in Section 10.1 and 10.2, Contractor shall use the Instructions in Exhibit E to complete this report.)		
1. Administrative Payroll (Total)		
a. Executive Director's Salary		
b. Assistant Director's Salary		
c. Administrator Salary		
d. Other Administrative Salaries		
2. Recruitment Payroll		
3. Training Payroll		
4. Administrative Contracts		
5. Telephone and Telegraph		
6. Postage and Freight		
7. Office Supplies		
8. Conferences, Meetings, In-Service Training		
9. Memberships, Subscriptions and Dues		
10. Printing and Publications		
11. Bonding, Contractually Required Insurance Premiums		
12. Advertising		
13. Miscellaneous		
14. Building and Equipment Payroll		
15. Building Rents and Leases		
16. Principal and Interest on Agency Mortgages		
17. Property Appraisal Fees		
18. Property Taxes		
19. Equipment and Property Insurance (not included in 10 above)		
20. Utilities		
21. Building Maintenance		

22. Building and Equipment Contracts		
23. Building and Equipment Supplies		
24. Equipment Leases		
25. Depreciation Expense		
26. Non-Depreciable Equipment		
27. Building and Equipment Miscellaneous		
28. Vehicle Leases		
29. Vehicle Depreciation		
30. Vehicle Operating Costs		
31. Total Paid to Contractor		
32. Other Child Related Costs (Not Provided by THP-Plus)		
33. Social Worker Payroll		
34. Social Worker Contracts		
<b>35. Total Allowable Contract Expenditures</b>	<b>\$</b>	<b>\$</b>
<b>C. Total Un-Expended THP-Plus Funds from Current Contract</b> (Total THP-Plus Revenues received from COUNTY (Section A) less Total Allowable Contract Expenditures (Section B, Line 35)) [See Agreement, Section 10.4]	<b>\$</b>	<b>\$</b>
<b>D. Total Un-Expended THP-Plus Funds Received from COUNTY from January 1, 2007 through the expiration date of the most recently completed contract term.</b>		<b>\$</b>
<b>E. Total Accumulated Un-Expended THP-Plus Funds</b> (Add Un-Expended funds from current Agreement and Un-Expended funds from previous COUNTY THP-Plus contracts)		<b>\$</b>

I hereby certify to the best of my knowledge, under penalty of perjury, that the above report is true and correct, that the amounts reported are traceable to Agency accounting records, and that all THP-Plus monies received for the purposes of this program were spent in accordance with the contract program requirements, the agreement and all applicable Federal, State and County laws and regulations. Falsification of any amount disclosed herein shall constitute a false claim pursuant to California Government Code Section 12650 et seq.

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Executive Director's Signature

Date

Department of Children and Family Services  
Transitional Housing Program for Emancipated Foster/Probation Youth (THP-Plus)  
Semi-Annual Expenditure Report

**INSTRUCTIONS FOR COMPLETING SEMI-ANNUAL EXPENDITURE REPORT**

The following are the instructions for completing the Department of Children and Family Services (DCFS) Semi-Annual Expenditure Report.

Instructions:

Provide identifying information by entering the agency's name, address, contact person's name and phone number, and reporting period.

For the Revenue and Expenditure Summary, revenues and expenditures should be reported based on actual revenue received and actual costs incurred during the reporting period. Year-to-date expenditures should reflect the reporting period of July 1 to June 30. The following is an explanation for completing each revenue and expenditure line item.

**A. Revenues**

**THP-Plus Revenues:**

Report the total of all THP-Plus payments received for children placed by Los Angeles County. Do not include monies received for child clothing or any other non-THP-Plus funds received.

**B. Expenditures**

For each line item cost, enter total program expenditures that were incurred during the reporting 6-month period and cumulative year-to-date related to the care and services of placed Los Angeles County THP-Plus participants, allocated in accordance with requirements contained in Sections 10.1 and 10.2 of the Contract. If a cost item is shared among two or more programs, enter only the amount charged to the Los Angeles County THP-Plus program.

1. **Administration Payroll:**

Report all payroll costs for executive and administrative staff. Include all payroll, payroll taxes and employee benefits as applicable.

2. **Recruitment Payroll:**

Report all payroll costs for recruitment staff.

3. **Training Payroll:**

Report all payroll costs for training staff.

4. **Administrative Contracts:**

Legal, consulting or other contract fees related to the program.

5. **Telephone and Telegraph:**  
Report all costs related to telephone and telegraph.
6. **Postage and Freight:**  
Report all costs related to postage, mailings, and shipping.
7. **Office Supplies:**  
Report all costs incurred for office supplies.
8. **Conferences, Meetings, In-Service Training:**  
Report all costs, including travel and per-diem, related to conferences meetings, and training.
9. **Memberships, Subscriptions and Dues:**  
Report all costs incurred for memberships, subscriptions, and dues.
10. **Printing and Publications:**  
Report all costs incurred for printing and publications.
11. **Bonding, General Insurance:**  
Report all costs incurred for bonding and general liability insurance.
12. **Advertising:**  
Report all costs incurred for advertising.
13. **Miscellaneous:**  
Report all other costs that are not included in any other specifically identified line items.
14. **Building and Equipment Payroll:**  
Report all program building and equipment payroll costs. Include all payroll, payroll taxes and employee benefits as applicable.
15. **Building Rents and Leases:**  
Report all costs incurred for rents or leases of buildings.
16. **Acquisition Mortgage Principal and Interest:**  
Report all costs related to acquisition mortgage principal and interest.
17. **Property Appraisal Fees:**  
Report all costs incurred for property appraisal fees.
18. **Property Taxes:**  
Report all costs incurred for payment of property taxes.
19. **Building and Equipment Insurance:**  
Report all costs incurred for building and equipment property insurance.
20. **Utilities:**  
Report all costs incurred for electricity, gas, water, sewer, and garbage.

21. **Building Maintenance:**  
Report all building maintenance costs related to the program.
22. **Building and Equipment Contracts:**  
Report building equipment payroll, payroll taxes and employee benefits and any other cost of building and equipment contracts.
23. **Building and Equipment Supplies:**  
Report all building and equipment supply costs.
24. **Equipment Leases:**  
Report all costs incurred for equipment leases.
25. **Equipment Depreciation Expense:**  
Report all depreciation expense related to equipment.
26. **Expendable Equipment:**  
Report all costs incurred for purchases of expendable (non-capitalized) equipment.
27. **Building and Equipment Miscellaneous:**  
Report miscellaneous building and equipment costs not previously identified.
28. **Vehicle Leases:**  
Report all costs related to vehicle leases.
29. **Vehicle Depreciation:**  
Report all depreciation expense related to vehicles.
30. **Vehicle Operating Costs:**  
Report all vehicle operating and maintenance costs.
31. **Total Paid to Contractor:**  
Report all payments made to Provider.
32. **Other Child Related Costs (Not Provided by THP-Plus):**  
Report all other child related costs incurred by the Agency. Do not include payments made to Provider. (reported in line 31).
33. **Social Worker Payroll:**  
Report all payroll costs for Agency employed social workers.
34. **Social Worker Contracts:**  
Report all costs for contracted social workers.
35. **Total Allowable Contract Expenditures:**  
The total of allowable contract expenditures related to the care and services of placed Los Angeles County THP-Plus participants reported by the Agency in Section B, Lines 1 through 34.

**C. Total Un-Expended THP-Plus Funds from Current Contract:**

The difference between Total Los Angeles County THP-Plus Revenues (Section A) and Total Allowable Contract Expenditures (Section B, Line 35)

**D. Total Un-Expended THP-Plus Funds Received from County Under Previous THP-Plus Contracts**

The difference between the total THP-Plus Revenues received under previous THP-Plus contracts with Los Angeles County and the total allowable contract expenditures made for the care and services of placed Los Angeles County THP-Plus participants under those previous THP-Plus contracts.

**E. Total Accumulated Un-Expended THP-Plus Funds**

The total of Sections C and D.

**Agency Certification**

Upon completing the Semi-Annual Expenditure Report, the Executive Director must sign and date the report at the bottom of Page 2. By signing this form, the Executive Director is certifying under penalty of perjury that all information contained in the report is correct, that the amounts are traceable to agency accounting records, and that all Los Angeles County THP-Plus program funds were spent in accordance with County, State and Federal laws. The report must be submitted by the 60<sup>th</sup> calendar day after the end of the reporting period to:

DCFS  
Accounting Division – Contract Accounting Section  
425 Shatto Place, Room 204  
Los Angeles, CA 90020.

EXHIBIT F

**CERTIFICATE OF APPROVAL**

**ATTACHMENT III**

**Transitional Housing Program for Emancipated Foster/Probation Youth (THP-Plus)  
List of Certified Organizations Recommended for THP-Plus Contract**

1. St. Anne's Maternity Home
2. The Richstone Center, Inc.

## ATTACHMENT IV

### **Transitional Housing Program for Emancipated Foster/Probation Youth (THP-Plus) List of Pre-Certified Organizations Recommended for THP-Plus Contract**

1. Changing the Health of Adolescents Impacting the Nation, Inc. (C.H.A.I.N. Reaction, Inc.)
2. D & R Turning, Point, Inc.
3. David and Margaret Home, Inc.
4. Five Acres – The Boys' and Girls' Aid Society of Los Angeles County
5. Hope Opportunity Motivation & Education, Inc.
6. Leroy Haynes Center for Children and Family Services, Inc.
7. Murrell's Farm and Boys' Home
8. Positive Path Youth Development Center
9. Renaissance Unlimited Homes, Inc.
10. Rosemary Children's Services
11. San Gabriel Children's Center, Inc.
12. United Friends of the Children

<b>COUNTY OF LOS ANGELES</b>			
<b>REQUEST FOR APPROPRIATION ADJUSTMENT</b>			Dept's. No. 350
	Department of	Children and Family Services	2009

Auditor-Controller.

The following appropriation adjustment is deemed necessary by this department. Will you please report as to accounting and available balances and forward to the Chief Administrative Officer for his recommendation or action.

**ADJUSTMENT REQUESTED AND REASONS THEREFOR**

**FY 2008-09**

**4 VOTES**

<u>SOURCES</u>	<u>USES</u>
DEPARTMENT OF CHILDREN AND FAMILY SERVICES A01-CH-88-8727-26200 State Public Asst Administration                      \$525,000.00 Increase Revenue	DEPARTMENT OF CHILDREN AND FAMILY SERVICES A01-CH-2000-26200 Services and Supplies    \$525,000.00 Increase Appropriation

**JUSTIFICATION**

This appropriation adjustment is to reflect an increase in revenue and appropriation for the THP-Plus Program in the DCFS Administration Budget for FY 2008-09. The increase in appropriation is fully offset with additional State revenue. The State's final allocation for this program was determined subsequent to the adoption of the County's Final Budget.

*Patricia S. Ploehn*  
PATRICIA S. PLOEHN, LCSW, Director

Chief Administrative Officer's Report

Referred to the Chief		Action	Approved as Requested	As Revised
Administrative Officer for ---			<i>[Signature]</i>	
	Recommendation		20	
Auditor-controller	By <i>[Signature]</i>		Approved (as revised):	20
No.	076	Nov. 18	20 08	By
				Deputy County Clerk